

TURNING POINT
FOUNDATION, INC.,

Appellant,

v.

PRINCE GEORGE'S
COUNTY BOARD OF
EDUCATION (II)

Appellee.

BEFORE THE

MARYLAND

STATE BOARD

OF EDUCATION

Opinion No. 21-08

OPINION

INTRODUCTION

Turning Point Foundation, Inc. (“TPF”), the operator of Turning Point Academy Public Charter School (“TPA”), appealed the decision of the Prince George’s County Board of Education (“local board”) not to renew TPF’s charter. We referred the appeal to the Office of Administrative Hearings (“OAH”) for a hearing on the merits. The Administrative Law Judge (“ALJ”) issued a Proposed Decision in which she affirmed the decision of the local board. TPF has filed Exceptions to the Proposed Decision and the local board has responded. Oral argument on the exceptions was held on February 23, 2021.

FACTUAL BACKGROUND

The facts of this case are set forth in great detail in the Proposed Decision at pp. 4-31. The ALJ’s decision is comprehensive and balanced. She meticulously reviewed all the evidence she received about the charter school’s operation and governance from 2013-2019. She concluded that problems with governance existed over all those years. (Proposed Decision at 84, 88, *passim*).

TPF’s arguments focus mostly on the weight the ALJ gave or did not give to the evidence and testimony. We point out that the decision as to weight to be given evidence or a witness’s testimony rests with the ALJ, and we have seldom, if ever, found such decision to be an abuse of discretion.

STANDARD OF REVIEW

For decisions of the local board involving a local policy, the local board’s decision is considered *prima facie* correct, and the State Board may not substitute its judgment for that of the local board unless the decision is arbitrary, unreasonable, or illegal. COMAR 13A.01.05.06A; *See also Northwood Appold Community Academy Pub. Charter Sch. v. Baltimore City Bd. of Sch. Comm’rs*, MSBE Op. No. 14-04 (2014).

The State Board transferred this case to OAH for proposed findings of fact and conclusions of law by an ALJ. In such cases, the State Board may affirm, reverse, modify or remand the ALJ's proposed decision. The State Board's final decision, however, must identify and state reasons for any changes, modifications or amendments to the proposed decision. *See* Md. Code Ann., State Gov't §10-216. In reviewing the ALJ's proposed decision, the State Board must give deference to the ALJ's demeanor based credibility findings unless there are strong reasons present that support rejecting such assessments. *See Dept. of Health & Mental Hygiene v. Anderson*, 100 Md. App. 283, 302-303 (1994).

LEGAL ANALYSIS

(1) Dr. Bryant's qualifications as an expert witness and the weight given to her testimony.

TPF argues that Dr. Bryant did not have the qualifications to be accepted as an expert witness on charter school governance, management and oversight. In so arguing, TPF lists the types of experience that Dr. Bryant did not have.

Dr. Bryant has never worked as the principal of a charter school; she has never taught at a charter school; she has never been on the board of a charter school; and she has never served as a chairman of a charter school board. (Hearing Tr. at 726-27). She has no published articles on public charter school governance or the roles of charter school board directors nor has she published any reports dealing solely with the effectiveness or performance of a governing board of a public charter school. (*Id.* at 737, 744). Dr. Bryant has not taught any classes focused on public charter governing boards. (*Id.* at 738). When she had previously conducted site visits, the focus was not on governance; she testified that governance and management were just "a slice of the pie" of the numerous other issues that were considered at such visits. (*Id.* at 740-41). Dr. Bryant has never attended a charter school board retreat and had met with a full board of directors on only five or six occasions. She had never previously been asked to serve as a consultant related to the restricting of a governing board. (*Id.* at 741-42).

Dr. Bryant had never been qualified as an expert on charter school governance. (Hearing Tr., at 738). She testified that there was nothing in her CV in which she held herself out or described herself as an expert or professional working in the field of charter school board governance. (*Id.* at 747). Her contact with charter school board members had been limited, as her experience was mostly working with principals, and she had no meaningful experience with public charter school boards other than incidental contact during site visits, which mostly dealt with non-governance matters. (*Id.* at 747-48).

(Exceptions at 2).

But that is not the full litany of Dr. Bryant's experience. As the local board points out, Dr. Bryant's experience included, but was not limited to:

Dr. Bryant's employment as an instructional supervisor (K-12); and project director for school-based management in the D.C. Public Schools, where she was responsible for assisting schools broadly review school performance and involving school community stakeholders in critiquing school improvement, identifying areas related to school climate, parent participation, and school leadership, and working with stakeholders to identify areas for improvement based upon school data. Dr. Bryant was a Principal and Divisional Assistant Superintendent in the D.C. Public Schools until her retirement from that position in 2003. From June 2012 to June 2014, she was a Race to the Top Consultant for IDEAL Public Charter School, where she designed, coordinated, and monitored school improvement. Dr. Bryant has served as an Educational Consultant for the D.C. Public Charter School Board since 2004, and as a team leader to assess the effectiveness of charter school programs in areas, including school climate, governance, and management. She served as a coach on teams for charter school site reviews and reviews of charter applications. Dr. Bryant received concentrated training in areas of school reform, including review of all aspects of school operations and functioning for improvement.

Dr. Bryant has acted as an external consultant for Prince George's County Public Schools from October, 2004 to present date, and conducted school based visits and assessments to evaluate the performance of public charter schools, including the areas of board operations and analysis of new charter school applications and participates as a Peer Reviewer and provides input into decisions of whether to approve or deny the establishment of a new charter school.

(Response at 4).

Under the rules governing expert testimony in administrative hearings, expert testimony may be admitted, in the form of an opinion or otherwise, if the ALJ determines that the testimony will assist the ALJ to understand the evidence or to determine a fact in issue.

- (1) In making that determination, the ALJ shall determine whether:
 - (a) The individual's knowledge, skill, experience, training, or education is sufficient to qualify them as an expert;
 - (b) Expert testimony on the particular subject is appropriate; and

(c) There is a sufficient factual basis to support the testimony.

COMAR 28.02.01.21(D).

The ALJ in this case weighed all aspects of Dr. Bryant's experience and concluded that her testimony would be helpful in deciding the case. (Tr. 759-760). She reiterated that conclusion in her Proposed Decision. (Proposed Decision at 81-82). She described Dr. Bryant's qualifications and experience in great detail. (Proposed Decision at 63-68). We will not second guess the decision to qualify Dr. Bryant as an expert witness in charter school governance, management, and oversight because the decision to qualify a witness as an expert witness is within the sound discretion of the judge. *Oken v. State*, 327 Md. 628, 659 (1992), *cert den.*, 113 S. Ct. 1312 (1999). Having reviewed all of Dr. Bryant's qualifications, we find no abuse of that discretion in the ALJ's acceptance of Dr. Bryant as an expert.

Likewise, the decision as to the weight a witness' testimony should be given is within the purview of the ALJ who has the opportunity to assess the demeanor and truthfulness of the witness. Maryland courts have long recognized that "weighing the credibility of witnesses and resolving any conflicts in the evidence are tasks for the fact finder. *State v. Stanley*, 351 Md. 733, 750 (1998); *Dawson v. State*, 329 Md. 275, 281 (1993) ("we are mindful of the respective role of the [appellate] court and the [trier of fact]; it is the [trier of fact's] task, not the court's to measure the weight of the evidence and to judge credibility of witnesses.").

The Maryland State Board of Education has recognized this same principle as it applies to the role of an administrative law judge in weighing evidence and credibility of witnesses in an appeal hearing. In *Brebnor v. Baltimore City Bd. of School Comm'rs.*, MSBE Op. No. 19-38 (2019), an appellant argued that the ALJ should have cited and relied upon additional testimony and documentary evidence that was part of the record. The State Board stated that, "Hearing Officers are not required to give equal weight to all of the evidence. *Hoover v. Montgomery County Bd. of Educ.*, MSBE Op. No. 19-03, (citing *Karp v. Baltimore City Bd. of School Comm'rs.*, MSBE Op. No. 15-39 (2015)). As the fact finder, it is the ALJ's job to sort through the evidence and reach factual conclusions based on the weight the ALJ assigns to that evidence. It is also not necessary for an ALJ to cite to every piece of evidence or testimony given in a case." *Brebnor v. Baltimore City Bd. of School Comm'rs.*, MSBE Op. No. 19-38.

The ALJ found Dr. Bryant to be experienced, "calm and professional" and "candid in her testimony". (Proposed Decision at 81-82). In short, the ALJ thoughtfully appraised Dr. Bryant's demeanor and exercised her discretion appropriately in giving weight to Dr. Bryant's testimony.

(2) Weight Given to Other Evidence

TPF argues that the ALJ gave little weight to the steps the charter school board took during 2018-2019 as to governance. TPF also argues that the ALJ gave "improper weight" to the results of the climate survey. TPF further argues that the ALJ erred in discounting the testimony of one of the charter school's founding members, Patricia Peterson.

Just as she did with Dr. Bryant's testimony, throughout her decision the ALJ explained why she gave weight to the evidence in question here. She did so thoughtfully. For the same reasons

explained above, we will not second guess her assessment of the weight to be given evidence or the demeanor of the witness.

(3) The Facility Issue

TPF asserts that when the local board decided not to renew the charter, they put too much weight on facility safety issues. TPF argues that there was no immediate need to relocate the school to a new facility. It focuses on the 2019 Site Visit Report as inaccurate and asserts that many of the things listed in the Report “could easily have been fixed...” (Exceptions at 10).

TPF acts as if the condition of the facility was an issue never raised before by the school system and that the failure to address the facility issue was arbitrarily used as a reason not to renew the charter. But, as the ALJ explained, problems with the facility were pointed out in previous Site Visit Reports. She states:

Facility issues had been raised previously in Site Visit Reports, including the 2016 Site Visit Report, which refers to the following area of challenge: “Co-locating in the church creates challenges for sustained teaching and learning environment; [s]pace creates a challenge for student collaboration in early grades and in the ST¹ building” and [i]nterviews with staff and parents indicated that space continues to present a major problem in the school [and] Parents expressed concern regarding the safety at the street in front of the school driveway at dismissal time. . . .” (Bd. Ex. 6, at 12-13).

The 2017 Site Report refers to the following areas of the challenge: Co-location and the facility continue to be a concern for staff and students.” “100% of student[s] interviewed voted a level 7 out of 10 for safety. . . . They were concerned about people just walking onto the campus.” “Students indicated[d] that there are two entrances and a little dirt road and they do not feel safe during recess. . . .” And “[t]eachers stated that safety measures on the school side are different from the expectations on the church side.” (Bd. Ex. 7).

In addition, the 2018 conditional renewal refers to the need for a Climate Survey relating to “facility concerns.” (TPF Ex. 1). Furthermore, TPF is subject to safety inspections according to its Charter School Agreement.

(Proposed Decision 88-89).

The local board’s witness, Mr. Stefanelli, testified at length about the current problems with the facility, including fire and safety hazards, (*see* Proposed Decision at 73-74), and TPA’s principal, Ms. Clomax, testified that:

¹ This was not defined.

“classrooms inside the Trinity Church facility used for students were too small and there was not enough bathrooms for students. There were occasions when IT equipment and supplies were found to be damaged or missing after the facility had been used by non-TPA individuals. She had observed temporary buildings leaking and rotted flooring and moisture in walls. Those conditions persisted until the time of the May 2019 non-renewal. On occasion there was no heat.”

(Proposed Decision at 76-77).

Likewise, the Affidavit of Jerlys Stewart, a Special Education Middle School Chairperson at TPA, referred to similar conditions. She described in her Affidavit a lack of adequate space, required shared use of the school with the church resulting in damage to the school’s property, and environmental issues in classrooms and temporary buildings. (Proposed Decision at 77 n. 53).

We find the evidence about the facility to be compelling. Moreover, TPF, for whatever reasons, was not able to solve the facility issue for at least seven years. That inability, in our view, relates to governance and the problems the TPA board had in addressing major issues in a timely way. It is our view that the facility issue was properly considered by the local board in denying the charter renewal and the ALJ correctly so concluded.

We must recognize, of course, that TPA was academically and fiscally sound, as the ALJ found. That fact seems to militate against closure of the school. But we must also ask whether that means that other problems, addressed year after year in Site Visit Reports, are not sufficient reason to close the school.

The problems extant in TPA year after year were governance, oversight, and management by its board, which resulted in the continued use of a facility that the ALJ found to be unsafe.

A board’s governance and oversight of a charter school includes its vision, its attention to solving problems that exist and actual progress toward solving those problems. Dr. Bryant, the only expert witness who testified in this case, described the reasons that governance is so important and the failures of the Turning Point board in that area. Dr. Bryant’s testimony, which TPF did not contradict with its own expert testimony, in our view merits serious consideration even in light of the school’s academic and fiscal soundness. Dr. Bryant testified: “Each site visit showed a lack of consistency [by TPF] in complying with the standard that had been laid out for the site visit for charter school governance operations. And . . . it builds a stronger case that the governing board is either incapable or unwilling to work within those guidelines when repeatedly, the same kinds of deficiencies show from year to year.” (Tr. at 832). That assessment, when added to the issues of an unsafe facility, in our view, tips the balance toward closure.

As the ALJ explained:

I find that . . . safety issues at the Trinity Church location were so severe as to constitute a basis, standing alone, not to renew TPF's Charter Agreement.

The evidence shows that the TPF Board has known since at least the time of the 2013 Site Visit Report that it should focus on a viable solution to address space challenges in its Trinity Church facility. Mr. Shackelford did not deny that TPA reached its limit as far as space in the Trinity Church space. Ms. Clomax and Ms. Steward attested to many of the conditions found by the Safety Office Inspector. Furthermore, TPF stipulated that there were TPA staff members who expressed concerns about the use of classroom space by non-TPA and non-PGCPS individuals and organizations and that concerns raised by staff included, but were not limited to, furniture and other items moved.

At the hearing, TPF questioned many of the findings made by Mr. Stefanelli's department regarding some of the conditions existing in the Trinity Church facility, but Mr. Stefanelli presented as qualified and knowledgeable about safety inspections. I am aware that some of the Climate Survey results indicate a lack of concern on the part of some parents and staff about the facility's condition; however, I placed more weight on Mr. Stefanelli's description of existing conditions and why they were concerning. TPF did not present testimony from anyone with similar inspection experience to establish that the Trinity Church facility is sufficiently safe, hygienic, and conducive to learning.

The evidence relating to the condition of that location, as testified to by Mr. Stefanelli, shows that the Trinity Church location clearly created challenges for the instructional and operational program as well as hindered TPA from thriving to its maximum potential. I find that the County Board reasonably determined that TPA students and staff should not remain there another year.

In addition, as acknowledged by Mr. Shackelford, under TPF's Charter Agreement, TPF is responsible for locating an appropriate facility and for issues around facility maintenance. That responsibility necessarily includes providing a facility that is safe for students and staff and that is appropriate for instructional and operational purposes.

(Proposed Decision at 96-97).

Thus, when we think about the board's failure of governance, we think about it through the prism of the safety of students, and ask, do students deserve to have a safe facility in which to learn? The answer, we believe, is yes. Unsafe and unhealthy aspects of the facility were pointed out in Site Visit Reports for seven years. The board did look at other facility options, but they did not make progress toward solving the problem. And, that failure meant that students did not have a safe school to attend. That, to us, justifies closure even in the face of the academic and fiscal soundness of the school.

(4) Due Process Rights

TPF's due process argument focuses on the Board Action Summary and the local board's first reading of the motion not to renew. It claims that because the charter school was not given any "oral or written reason for the nonrenewal suggestion" and because it did not receive the Site Visit Report "until after the first...reading [of the motion], its due process rights were violated. (Exceptions at 12).

The fact of the matter is that at the next local board meeting, at the time of the second reading and before the local board voted, the members of the TPA's board, parents and staff had the opportunity to speak and submit additional information prior to and at the local board meeting. (Proposed Decision at 101). We find no due process violation.

(5) Breach of Charter Agreement

TPF bases its argument that the local board breached the charter agreement in part, on the dispute about "timely disbursement" of the transportation funds. The ALJ found that the parties had a legitimate disagreement about funding (Proposed Decision at 91), but that the issue of disbursement of funds was not before her. As she pointed out, at that time, there had been no appeal filed to the local board concerning the funding issue and the funding was not the crux of the current appeal. (Proposed Decision at 90 n. 60-61). Since then, TPF has appealed the funding issue.

TPF also argues that repeated visits by Ms. White, a local school system charter school liaison, were evidence of a breach of agreement because some of the visits were without a notice to the charter school. We find that argument to be too thin a reed to support a finding of a breach.

As the ALJ explained:

I did not find merit in TPF's assertion that because Ms. White was repeatedly visiting TPA without providing advance notice, the County Board failed to comply with section 12(t) of the charter, requiring notice before a site visit. Ms. Saunder's testimony and Ms. White's affidavit established that Ms. White's visits were not part of a formal Site Visit. Thus, she was not required to provide advance notice of her visit pursuant to TPF's Charter agreement. Even if that was the case, I fail to see how such events are relevant.

(Proposed Decision at 101).

CONCLUSION

For all the reasons stated, we adopt the well reason and comprehensive Proposed Decision of the ALJ as the final decision of the Board. We find, as did the ALJ, that the local board’s decision was not arbitrary or unreasonable. Nor, was it contrary to sound educational policy.

Signatures on File:

Gail H. Bates

Charles R. Dashiell, Jr.

Susan J. Getty

Rose Maria Li

Rachel McCusker

Joan Mele-McCarthy

Lori Morrow

Warner I. Sumpter

Absent:

Clarence C. Crawford, President
Holly C. Wilcox

Dissent:

Jean C. Halle, Vice-President
Shawn D. Bartley
Vermelle D. Greene

Dissent of Shawn Bartley:

The ALJ’s Proposed Decision is well written and handsomely substantiated. It is irrefutable that TPA exceeded the performance of similarly situated public schools in Prince George’s County. It is apparent that any alleged governance issues of the school did not interfere with the academic

success of the school's students. The school was not given an opportunity to cure any governance issues, which is curious taking into consideration the academic success of the students. Is the elimination of the charter school based on anything other than the successful performance of the students ignominious? There is no hurdle to eliminating any charter school in Maryland and can be accomplished for any reason, regardless of substance, so long as the procedure is followed. There is likely a need for objective regulation regarding the basis for any revocation of a charter and elimination of the school.

February 23, 2021

<p>TURNING POINT</p> <p>FOUNDATION, INC.,</p> <p>APPELLANT</p> <p>v.</p> <p>PRINCE GEORGE’S COUNTY</p> <p>BOARD OF EDUCATION</p>	<p>* BEFORE EILEEN C. SWEENEY,</p> <p>* AN ADMINISTRATIVE LAW JUDGE</p> <p>* OF THE MARYLAND OFFICE</p> <p>* OF ADMINISTRATIVE HEARINGS</p> <p>*</p> <p>* OAH No.: MSDE-BE-12A-19-23602</p>
<p>* * * * *</p>	

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
PROPOSED FINDINGS OF FACT
DISCUSSION
PROPOSED CONCLUSIONS OF LAW
PROPOSED ORDER

STATEMENT OF THE CASE

On May 9, 2019, the Board of Education of Prince George’s County (County Board) voted not to renew Turning Point Foundation, Inc.’s (TPF or Appellant) Charter Agreement as the governing body of Turning Point Academy Public Charter School (TPA) on the grounds that (1) TPF and its Executive Director had not provided a strong and compelling justification for a five-year renewal of its Charter Agreement; (2) TPF and its Executive Director had not provided the necessary structures and processes to ensure effective governance; and (3) the current TPA facility creates challenges for the instructional and operational program as well as hinders the school from thriving to its maximum potential.

The County Board further voted that TPA would continue to operate as a school within Prince George’s County Public Schools (PGCPS) for the 2019-2020 school year with specified conditions: (1) the school should remain open and non-renew the contract with TPF, with

PGCPS managing the school for the 2019-2020 school year with the intent of seeking another management organization with parent-teacher involvement a part of this process; and (2) a forensics audit should be done by CliftonLarsonAllen, LLP of the TPF Board and TPA.

On June 10, 2019, TPF filed an appeal with the Maryland State Board of Education (MSBE) of the County Board's May 9, 2019 decision. Md. Code Ann., Educ. § 9-104.1(d) (2018).¹

On July 29, 2019, the Maryland State Department of Education (MSDE) transmitted the case to the Office of Administrative Hearings (OAH) to conduct a hearing and issue proposed Findings of Fact, Conclusions of Law, and Recommendations. Code of Maryland Regulations (COMAR) 13A.01.05.07A(1)(c).²

On November 4, 5, 13, and 14, 2019, and December 3 and 5, 2019, I conducted a hearing at Sasscer Administration Building, PGCPS, 14201 School Lane, Upper Marlboro, Maryland.³ Timothy F. Maloney, Esquire, and Alyse L. Prawde, Esquire, represented TPF. Roger C. Thomas, Esquire, and Diana Wyles, Esquire, represented the County Board.

Procedure in this case is governed by the contested case provisions of the Administrative Procedure Act, the MSBE's hearing regulations, and the OAH's Rules of Procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 & Supp. 2019); COMAR 13A.01.05; COMAR 28.02.01.

¹ Unless otherwise indicated, all references to Title 9 of the Education Article are to the 2018 version.

² On September 19, 2019, I conducted a telephone prehearing conference (Conference); on that same date, I issued a Prehearing Conference Report and Scheduling Order.

³ Both parties submitted closing arguments in writing on January 16, 2020.

ISSUES⁴

1. Is the County Board's decision not to renew TPF's Charter Agreement as the governing body of TPA arbitrary or unreasonable because it is contrary to sound educational policy or a reasoning mind could not have reasonably reached the decision?

2. Is the County Board's decision not to renew TPF's Charter Agreement as the governing body of TPA illegal because it resulted from an unlawful procedure and/or was an abuse of the County Board's discretionary powers? Specifically, was the County Board's decision illegal because it (a) failed to consider all the information in TPF's renewal application; (b) refused to permit the TPF Board to give a presentation at the time of a March 18, 2019 Site Visit; and (c) required TPA to relocate its facility?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted into evidence exhibits offered by TPF and the County Board, which are listed in an attached Appendix.

Testimony

TPF presented the testimony of the following witnesses:

- Paul E. Shackelford, founder, former TPF Board member, and Executive Director of TPF
- Opeyemi Ajakaye, TPA parent
- Patricia Peterson, founder, former TPF Board member and financial advisor to TPA, and TPA parent

TPF also submitted Affidavits from Vincent Queen, former TPF Board Chair, and Jeffrey Lund, Hyde Foundation (Hyde) Character Performance Learning Consultant (2017-2019), Educational Consultant, Charter and Public Schools.

⁴ The parties agreed that, although TPF's renewal application included a request to expand TPA to serve students up to the twelfth grade, no issue is before me with regard to that request.

The County Board presented the testimony of the following witnesses:

- Elizabeth Saunders, Instructional Director, PGCPS Charter School Office
- David Reese, Jr., Ph.D., National Leadership Facilitator, New York City Leadership Academy and former Executive Director of the Office of Continuous Systematic Improvement (OCSI), PGCP
- Gwendolyn Bryant, Ph.D., Independent External Consultant for PGCP, who was accepted as an expert witness in charter school governance, management, and oversight by the governing board⁵
- Samuel Stefanelli, Director of Building Services, PGCP
- Rhonda Clomax, Principal, TPA

The County Board also submitted Affidavits from Loretta White, Charter School Liaison, PGCP Charter School Office, and Jeryls Stewart, Special Education Middle School Chairperson, TPA.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:⁶

General Information TPA and TPF

1. TPA was a PGCP charter school established in 2005 pursuant to a charter agreement (Charter Agreement) authorizing TPF to operate its governing board (TPF Board).
2. The TPF Board operated as the governing board of TPA from the start of the 2006-2007 school year until the end of the 2018-2019 school year.
3. Paul E. Shackelford was a founding member of the TPF Board and its Chairperson from 2005 to 2011; in 2011, he became TPA's Executive Director.
4. At all relevant times, TPA adhered to the tenets of the Hyde Character Education Curriculum, which seeks to provide family-based character education to all members of the school community to bring out each student's unique potential and to foster a safe learning environment. The school's program is designed around five words (curiosity, courage, concern,

⁵ Dr. Bryant was present for the entire hearing.

⁶ The parties stipulated to Findings of Fact 2, 3, 8-10, 22, 26, 29 (first two sentences only), 39, 44-46, 49, 51, 53, 57, 60 (first sentence only), and 99.

integrity, and leadership) and five principles (truth, humility, brother's keeper, conscience, and destiny).

5. TPA was open to all students who were residents of Prince George's County on a space-available basis. If more eligible students applied for admission to TPA than could be accommodated by the school, admission was determined by a drawing using the PGCPs's lottery.

6. TPA provided bus transportation for its students.

7. At all relevant times, TPA was academically and financially sound.

8. TPF rented space for the school from the Trinity Assembly of God Church (Trinity Church), located at 7800 Good Luck Road, Lanham, Maryland 20706, from the opening of TPA for the 2006-2007 school year until June 30, 2019.

9. TPA utilized space inside of Trinity Church and land outside of the main building in order to erect temporary trailer buildings to be utilized as additional classroom space for TPA students.

10. The classroom space and educational facilities utilized by TPA at Trinity Church were not exclusively used by TPA. Trinity Church also permitted other organizations to utilize TPA spaces on weekends and after school on weekdays.

11. The PGCPs Charter Agreements with TPF of July 1, 2014 through June 30, 2017 and July 1, 2018 through June 30, 2019 provide in pertinent part, with minimal differences, as follows:

1. Operational Powers:

a) Authority. The Charter School shall have authority to exercise independently, also consistent with federal and state law, the powers appropriate to implement its educational program and manage and support the School . . . including the powers to: . . . [conduct] professional development and trainings; . . . lease facilities for school purposes subject to the review of the CEO or the CEO's designee; . . . and accept and expend gifts, donations, grants, and funds of any kind

....

8. Funding

a) In General. The School System shall allocate funding for the Charter School in accordance with [Title 9 of the Education Article], which requires funding that is commensurate with the amount disbursed to other public schools in Prince George's County. . . .

b) Annual Operating Budget Allocation. The annual operating budget allocation provided by the School Board will be based upon projected and actual enrollment as certified by the School Board. Funding per pupil amounts provided by the School Board will be commensurate with amounts disbursed to other public schools for total direct school support for all students.

c) Disbursement Schedule. The Charter School will be appropriated 80% of non-personnel funding allocation on the 1st business day in July based on its projected enrollment The non-personnel per pupil funding amount for Charter School students to be used for the operation of the charter school will be disbursed on a quarterly basis throughout the school year

....

e) Adjustments to the Budget. The Charter School's budget may be revised in November of any fiscal year, based on its actual enrollment as of September 30th, as certified by the School Board. . . .

....

12. Facility

a) In General. The Charter School is responsible for providing a facility that meets all federal, state, and local statutes, regulations, and ordinances in addition to [County] Board policies, administrative procedures and guidelines. . . .

....

c) Facility Location. The Charter School may be located in space provided on a private site, in a non-school system public building or in any other suitable location that complies with all applicable federal, state (including MSDE), and county codes, policies and regulations. The Charter School may own, lease or rent its space.

d) State Superintendent Approval of Lease. The State Superintendent must approve the lease or title. The [County] Board will inspect and approve the site for use as a public school prior to submission of the request for approval to the State Superintendent. . . .

....

f) Occupancy. Prior to occupying [the] facility, the Charter School must obtain a Certificate of Occupancy and provide such documentation to the Charter School Director for PGCPs and MSDE, through the designated facilities representative at least thirty (30) days prior to students' arrival. Prior to students' arrival, Charter School will submit proof to the CEO or CEO's designee that the Asbestos Hazard Emergency Response Act (AHERA) Management Plan has been submitted to the Maryland Department of the Environment. In the event that an adequate lease

agreement and/or Use and Occupancy Permit are not in place by the date established in the Pre-Opening Procedures, the Charter School may not provide instruction at the Facility. . . .

....

i) Health and Safety. Policies and regulations related to health, safety, and accessibility requirements cannot be waived. If a violation related to health, safety, or accessibility requirements is found, the Charter School will immediately correct the violation to the satisfaction of the authority citing the violation. . . .

....

o) Approved Site. . . . The Charter School guarantees that the facilities will comply with all local, state and federal health and safety requirements applicable to other public schools in the School System and that compliance will be maintained at all times. The Charter School guarantees that it shall comply with all school system policies and procedures, . . . applicable state and local laws and regulations in obtaining leased or rented space.

....

q) Approval of Lease Agreement. The Charter School understands that the lease is subject to the approval of the local [County] Board (and if applicable, the State Board for where there is a new facility), and this Charter Agreement is contingent upon approval of the lease The [County] Board shall act in good faith and shall not unreasonably withhold or delay approval of the lease.

....

s) Relocation. . . . Relocation shall be subject to the terms set forth in section [12], Facilities, of this Agreement . . . the Maryland Education Code, and all requirements set forth by the local and state Boards, including but not limited to inspection of the facility by School System and [County] Board approval and will be subject to the following conditions:

- 1) Notification to the [County] Board.
- 2) Submission to the [County] Board of a Certificate of Occupancy for the new facility at least thirty (30) days prior to the first day of occupancy.
- 3) Evidence that the facility meets applicable health, safety and fire code requirements.
- 4) Evidence that the facility is of sufficient size to safely house anticipated enrollment.

t) Site Visits. The Charter School will allow representatives from the [County] Board, or any other federal, state or local regulatory agency, to visit the school site at any time to inspect operations, performance, and to ensure compliance with all applicable laws and regulations, the terms of this Charter Agreement, and the terms of state and federal grants. Prior to a site visit, the School System staff will make every attempt to notify the Charter School at least five (5) days in advance. In the event that five (5) days prior notice cannot be provided, lesser prior notice will be provided if feasible. During such site visits, the Charter School will allow visiting officials full and immediate access to: its financial and educational records, reports, files, and documents. Visiting officials will manage site visits so as to minimize any impact or disruption to the Charter School.

....

19. Agreement Term

. . . The Charter School will be eligible to apply for a renewal of this Agreement .
. . . Subsequent years' renewals are subject to annual evaluation and approval by the Board. The School Board and the Charter School recognize that the interests of the students are best served by maintaining a stable learning environment, therefore, the School Board and the Charter School will apply their collective best effort towards later renewals . . . and will conduct them in good faith.
. . . .

34. . . . Evaluation

. . . Unless a different schedule is agreed upon by the Charter School and School System, the Charter School will be formally evaluated annually during a site visit and review the annual performance report detailing: student achievement, established goals/objectives, fiscal management, and other criteria pursuant to its approved Application and this Agreement.

(Bd. Ex. 2, at 4-51; *see also* Bd. Ex. 1, at 3-59.)

12. If the County Board determines that a school site or building is no longer needed for school purposes, the County Board is required to inform all public charter schools that the site or building is available.

Renewal Process

13. PGCPS has established the following overall process for the renewal of an existing charter agreement:

- a. A charter school operator submits a letter of intent to renew an existing charter agreement;
- b. The charter school operator submits an application to the PGCPS Charter School Office (Charter School Office);
- c. The Charter School Office selects a multidisciplinary team to review the renewal application. The Review Team includes representatives from the PGCPS Budget Office, Special Education Department, Curriculum and Instruction, English Language Learners Office, and external consultants with knowledge and experience with reviewing governance, organization, and operations structures for public charter schools. The team may also include representatives from PGCPS Building Services and Capitol Programs Departments if facility acquisition, leasing or issues are a part of the application, or any other relevant PGCPS department depending on the scope of the application;
- d. After the review of the renewal application, a capacity interview is held allowing the review team to further clarify questions or to debrief;

- e. After the interview and application review, the Charter School Liaison in the Charter School Office uses the collective information of the team to draft a report with a recommendation to the PGCPS Chief Executive Officer (CEO) regarding whether or not to authorize the applicant;
- f. The PGCPS CEO considers this recommendation and makes a final recommendation to the County Board for consideration and for a vote;
- g. Prior to a final decision being made on this recommendation, the CEO is required to make a formal request to the County Board through a Board Action Summary. The Board Action Summary is used to formally request a County Board resolution and vote and/or determination by the County Board on matters that are in the purview of the County Board;
- h. The County Board as the public charter school authorizer votes on the recommendations set forth in the Board Action Summary;
- i. The County Board is the final decision maker regarding whether or not to authorize an operator to open and run a public charter school.

14. When matters presented by the CEO require consideration and review by the County Board prior to a vote, they are placed on the County Board's agenda as a first reader matter, which provides the County Board an opportunity to ask questions of the CEO, gather additional information, review any documents submitted by PGCPS via the CEO, and determine whether the County Board requires additional information prior to voting. Thereafter, the County Board will place that matter on a subsequent agenda for a public vote.

15. County Board meetings are public. The County Board has a specific time on each of the public meeting agendas for public comment. Charter school operators have an opportunity to appear before the County Board prior to a public vote being taken.

Evaluations by Charter School Office Annually and Relating to Renewal Applications

16. When an intent to renew is received by the Charter School Office, the staff offers training in the renewal process to interested parties, e.g., the operator, and schedules a Site Visit. In addition to reviewing the renewal application, the Site Visit Team reviews relevant

information provided by the charter school operator and provides input into drafting a Site Visit Report.⁷

17. A charter school is also evaluated annually based on student achievement, established goals and objectives, fiscal management, and other criteria pursuant to the approved application and its charter agreement.

18. When a formal Site Visit is conducted for either purposes of annual review or as part of the renewal application process, the charter school governing board receives notice and an agenda in advance and is advised as to what it needs to have prepared for the Site Visit. The Charter School Liaison acts as the lead facilitator for the Site Visit and gives each member of the Site Visit Team, including internal and external consultants, their roles. The Liaison is also responsible for collecting and maintaining all of the evidence and records gathered that day and “spearheads . . . writing . . . the site visit report” (Test. Saunders, Tr. vol. 2, at 363-64, 370 (Nov. 5, 2019).)

TPF’s Renewal and Site Visit History

19. Prior to the 2017-2018 school year, TPF was granted three, three-year renewals of its charter to operate TPA in 2009, 2011, and 2014.⁸

20. On April 14, 2015, a Site Team conducted an annual performance review and Site Visit at TPA and evidence gathered from those components of the Site Visit was considered in the preparation of a 2015 Site Visit Report.

21. On April 19, 2016, a Site Team conducted an annual performance review and Site Visit at TPA and evidence gathered from the Site Visit was considered in the preparation of the 2016 Site Visit Report.

⁷ The County Board’s witness, Dr. Gwendolyn Bryant, indicated that not every member participates in every Site Team task – assignments are made considering each member’s expertise.

⁸ The parties stipulated that TPF was granted a three-year charter renewal in 2011 and a three-year charter renewal in 2014.

22. On November 15, 2016, TPF submitted a charter renewal application seeking a five-year charter term renewal.⁹

23. On January 6, 2016, TPF was notified of concerns with the renewal application and given the opportunity to resubmit the application by January 30, 2017. After several extensions, TPF resubmitted an application on March 6, 2017.

24. On July 31, 2017, PGCPs held a debriefing meeting with the TPF Board to discuss ongoing concerns with (a) responses to the application; (b) governance; and (c) the lack of a strategic plan.¹⁰

25. On August 9, 2017, PGCPs gave the TPF Board a list of specific items that needed to be remedied by November 8, 2017: restructuring of the TPF Board to address ongoing conflicts of interest; developing a professional development plan identifying the TPF Board's priorities and initiatives; training for the reconstituted TPF Board on effective governance;¹¹ development of an evaluation tool for TPF Board effectiveness; and working on the Executive Director's professional qualifications, roles, and responsibilities.

26. On November 9, 2017, TPF submitted its final response to the Charter School Office's request for resubmittal and revision of its application. TPF requested a five-year renewal of its charter in the November 9, 2017 application.

27. On November 14, 2017, a Site Visit Team conducted an Annual Performance Review and Site Visit at TPA and evidence gathered from those components of the Site Visit was considered in the preparation of a 2017 Site Visit Report..

⁹ See *supra* note 4 regarding expanding to high school.

¹⁰ The witnesses and documents used the terms "strategic plan" and "professional development plan" interchangeably. I hereafter use only the term "professional development plan" unless a particular quote or titled document refers to a "strategic plan."

¹¹ I note that sometimes the witnesses interchangeably referred to "leadership and governance," and sometimes to just "governance." In this decision, I will refer to just the latter term.

28. On March 1, 2018, a meeting was held in order to advise TPF and the TPA administration that the recommendation to the CEO of PGCPS would be to non-renew the charter for TPF and close the school after the 2018-2019 school year because of pervasive and long-standing concerns with TPF's governance and operation of TPF. The TPF Board and TPA administration were notified at that time that TPA staff would also be notified of the CEO's recommendation.

29. On March 1, 2018, PGCPS sent a letter to TPA parents and guardians informing them that PGCPS had recommended placing TPA under the school system's control for the 2018-2019 academic year and closing the school on June 30, 2019. The letter provided information to parents about how to enroll their children in their neighborhood boundary school if interested. That letter further provided in relevant part:

The [TPF Board] was notified about long-standing concerns regarding board governance, student academic performance and facility conditions. Findings from the most recent performance review, site visits and the renewal application indicate the school has failed to meet the terms of its charter agreement.

As a result, [PGCPS] has recommended placing [TPA] under the school system's control for the 2018-2019 academic year and closing the school June 30, 2019. The [County Board] will consider this recommendation at its March 8, 2018 meeting and make a final determination March 20, 2018.

(TPF Ex. 46.)

30. The March 1, 2018 letter was sent to TPA parents to give them sufficient time to determine what actions to take with regard to keeping their children at TPA or enrolling them at other schools in the event the County Board voted to close TPA at the end of the 2018-2019 school year.

31. On March 1, 2018, PGCPS held a meeting with TPA staff to notify them of PGCPS's recommendation. The meeting was held in order to provide TPA teachers sufficient

notice and time to voice their concerns and, if requested, to be placed in positions at other PGCPS school sites in the event the County Board voted to close TPA.

32. On March 6, 2018, a meeting was held with TPA parents to discuss the CEO's recommendation of non-renewal of TPF's Charter Agreement and possible closure of TPA. The meeting was held at the direction of the PGCPS Superintendent in order to be transparent with all stakeholders, provide parents an opportunity to ask questions regarding PGCPS's recommendation, and provide enrollment options for subsequent school years in the event that the County Board voted to close TPA.

33. At the March 6, 2018 meeting, TPA parents were advised that the County Board was the final authority regarding PGCPS's recommendation and that the County Board would make the final decision through the public vote process.

34. At the time of the March 6, 2018 parent meeting, PGCPS considered closing enrollment through the lottery process at TPA for incoming kindergarten students in the 2018-2019 school year.

35. On March 29, 2018, the CEO's recommendation for non-renewal and closure of TPA was placed on the County Board's agenda as a first reader item.

36. On April 24, 2018, the CEO's recommendation was placed on the County Board's agenda as a second reader emergency item.¹² The County Board did not take a vote and requested additional information for review. Specifically, the County Board wanted additional time to review the renewal application and past Site Visit Reports.

37. On June 7, 2018, another Board Action Summary was placed on the County Board's agenda as a first reader. The Board Action Summary referred to TPF's renewal application history and indicated that TPF had completed one of the items requested on August

¹² Neither party submitted the relevant Board Action Summary into evidence. Based on the information in the March 1, 2018 letter, I find the recommendation and reasons were probably consistent with those stated in the March 1, 2018 letter to TPA parents. *See* Finding of Fact 29.

9, 2017 (restructuring the TPF Board to address ongoing conflicts of interest) and had failed to file its required annual financial audit. The CEO recommended to the County Board that it renew the Charter Agreement with TPF for a period not to extend past one year. It was further recommended that TPA remain open and fully operate as a K-8 school during the 2018-2019 school.

38. The CEO requested the County Board consider the following conditions:
 - a. TPA must submit its annual financial audit document no later than August 1, 2018.
 - b. TPF must appoint a PGCPSS-approved member to the Board of Directors by August 1, 2018. This new Board member will have full rights and responsibilities and will be allowed to attend all meetings of TPF, its Board, and TPA.
 - c. The TPF Board must submit a professional development plan focused on effective governance for the Board and its Executive Director.
 - d. The PGCPSS will appoint a liaison to work with TPF and TPA leadership to conduct a climate survey for staff and parents to assess the effectiveness of school operations, school climate, facility concerns, and academic progress.

39. On June 21, 2018, the County Board voted to conditionally renew TPF's Charter Agreement for one year and voted for TPA to continue to operate as a school within PGCPSS for the 2018-2019 school year. The conditional renewal required that TPF meet the conditions recommended in the Board Action Summary. *See Finding of Fact 38.*

40. The County Board's June 21, 2018 Resolution also noted that TPF and its Executive Director had not provided a strong and compelling justification for a five-year charter renewal; had not provided the necessary structures and processes to ensure effective governance;

and had failed to demonstrate the capacity to execute their duties and responsibilities of practice, including submitting the required external financial reports for 2017.

41. At the time of the one-year conditional renewal, the County Board expressed no concerns in its Resolution about TPF's academic or fiscal soundness.

42. The County Board did not represent or guarantee to TPF that if TPF met the August 9, 2017 requests or the conditions of the conditional one-year renewal, the County Board would renew TPF's Charter Agreement for the following school year (2019-2020). The PGCPs was to continue to monitor and evaluate TPA.

43. On or about July 26, 2018, the PGCPs's Office of Pupil Accounting permitted TPA to begin enrollment of kindergarten students as well as permitted continued enrollment in all other grades.

2018-2019 School Year

44. The County Board conducted a review visit at TPA on or about October 10, 2018.¹³

45. During the 2018-2019 school year, the TPF Board adopted a professional development plan which set forth eight overarching goals: 1) Board Development and Governance; 2) Hyde Culture and School Climate; 3) Academic Rigor; 4) Data-Driven Performance Learning; 5) Financial Management; 6) Facility Planning; 7) Fundraising; and 8) Stakeholder Communication. The TPF Board drafted goals, roles, and responsibilities for each of its members and the Executive Director.

46. On August 1, 2018, Mr. Shackelford provided a copy of TPF's financial development plan and professional development plan to the Charter School Office.

¹³ The parties stipulated to this fact but did not explain what the "review visit" consisted of or submit a copy of a Site Visit Report for that visit.

47. During the 2018-2019 school year, the County Board never told TPF that it had not met or satisfied any of the conditions of the conditional charter. It never told TPF that its professional development plan was deficient or attempted to assist TPF with revising the plan.

48. TPF met the August 2017 requests and the June 2018 conditions of the one-year conditional renewal for the 2018-2019 school year.

49. TPF subsequently met some of the plan goals it set for itself.

50. During the 2018-2019 school year, TPF took some steps to address concerns previously raised by the County Board, e.g., adding members to the TPF Board with expertise in varied areas; bringing Hyde in to implement training; having the Greater Capacity Consortium (GCC) provide training for the TPF Board on different areas of governance; issuing a newsletter; and holding meetings to provide an overview of the budget.

51. During the 2018-2019 school year, some TPA staff members expressed to Mr. Shackelford in his capacity as Executive Director concerns about the use of classroom space by non-TPA and non-PGCPS individuals and organizations, including, but not limited to, that furniture and other items were moved.

52. Mr. Shackelford and TPA had investigated multiple potential properties over the years. Loretta White, Charter School Liaison, had advised Mr. Shackelford on November 30, 2017, that Middleton Valley, a decommissioned PGCPS elementary school located in Camp Springs, Maryland, was available to lease from PGCPS. Mr. Shackelford and the TPF Board declined the offer, indicating that the space was too small.

53. The County Board subsequently engaged in ongoing discussions with Mr. Shackelford with regard to TPF leasing the County Board-owned building known as Middleton Valley.

54. On October 10, 2018, the County Board, including County Board member Edward Burroughs, visited TPA. During the visit, Mr. Burroughs offered to assist TPF with securing Middleton Valley as a school site.

55. The TPF Board expressed to the County Board its concerns about the suitability of Middleton Valley, including space, distance from TPA's current location, and the potential turn-over of TPA staff and students.

56. The TPF Board held meetings with staff and parents to discuss the potential move and conducted a faculty and parent survey to determine if a move to the Middleton Valley facility was in the best interest of the students and their families. Based on the results of the survey, TPF ultimately decided not to move to that facility.¹⁴

57. During the 2018-2019 school year, the County Board designated David Reese, Jr., Ph.D., to assist with developing and administering a climate survey to TPA staff and parents.

58. On November 19, 2018, Dr. Reese met with Mr. Shackelford and Patricia Peterson (founder, former TPF Board member and financial advisor to TPA, and TPA parent), to review the Climate Survey developed by Dr. Reese and the PGCPs Testing Office and to solicit input from them before the survey was administered to staff and parents. Mr. Shackelford provided no input; at Ms. Peterson's later request, questions related to the Hyde Program and its implementation were added to the staff survey.¹⁵

59. On December 6, 2018, the Charter School Office administered the Climate Survey to TPA teachers via Chromebook. Surveys were sent home to parents with students via hardcopy.

¹⁴ Mr. Shackelford testified that the TPF Board voted in Spring 2019 not to move to Middleton Valley; however, he was not sure of the date and the Board of Directors Meeting Agendas and Minutes for the Spring 2019 meetings do not reflect an official vote to that effect.

¹⁵ As discussed below, Ms. Peterson made her request too late for it to be included in the parent survey.

60. The results of the Climate Survey were first presented to the TPF Board during a retreat on February 9, 2019. At that time, Dr. Reese shared only preliminary results of the Climate Survey. The final results were not provided to TPF until mid-February 2019.

61. The Climate Survey had over 260 responses.

62. Concerns about the Executive Director and the TPF Board and the TPA facility, later raised in a Site Team Report, were represented overwhelmingly in the Climate Survey results.

63. Sometime prior to February 13, 2019, Ms. White and Elizabeth Saunders, Instructional Director, Charter School Office, on behalf of the Charter School Office and PGCPs's executive team, determined that because there was sufficient information collected in prior Site Visits regarding academics, curriculum and instruction, and family and school engagement, a full day, all-inclusive site visit was not necessary. Based on information previously provided, and considering that the County Board had not expressed concerns about TPA's academics or finances in the one-year conditional renewal, PGCPs did not have concerns about TPF's academic or fiscal soundness.

64. On February 13, 2019, Ms. Saunders sent Mr. Shackelford and the TPF Board Chair and Vice-Chair an email advising that TPF needed to provide the following information for consideration of their original request for a five-year renewal:

- a. Upload the most recent renewal application . . . with the following appendices: include most recent (2018) PARCC, PSAT 8 data
- b. Participate in a one day site visit, **focusing on governance and leadership**
- c. Resubmission of strategic plan, utilizing feedback from governing board meeting feedback and training by [David Reese, Jr., the PGCPs-appointed liaison for the Climate Survey] and any other training the TPF . . . Board was provided
- d. [The TPF] Board must hold a budget information session for stakeholders explaining breakdown of budget and how money is spent in each category. Hold one for staff, one for parents. Submit agendas and notes as attachments.
- e. [The] PGCPs will attempt to engage an auditing firm to audit [the] TPF . . . Board financial books before [the County Board] voted on the renewal request

- f. Provide a copy of 2017-2018 Executive Director's performance review/evaluation from the [TPF] Board
- g. Executive Director goals from 2018-2019 must be submitted

(White Affidavit, Bd. Ex. 60, at 19) (emphasis added).

65. Ms. Saunders did not ask TPF to redo its renewal application since it had just recently prepared one.

66. On February 13, 2019, Ms. Saunders sent an email to Mr. Shackelford and the TPF Board Chair and Vice-Chair, attaching an agenda indicating that the annual Site Visit scheduled for March 18, 2019 would be focused on governance and that it would consist of separate interviews of members of the TPA Board, the TPA Administrative Team, TPF Staff, and the Executive Director.

67. On March 18, 2019, Site Team members conducted a Site Visit.¹⁶

68. Since at least 2015, PGCPs and the County Board had followed an established matrix or measuring tool in considering whether TPF's Charter Agreement should be renewed. The evaluation tool used in 2015-2017 in the area of governance, management, and oversight was reasonable and provided latitude and autonomy in how the TPF Board could act on the recommendations.

69. In 2019, PGCPs and the County Board followed a unique modified evaluation process that differed from prior years. The 2019 Site Visit focused on just governance and facility; the Site Team Report contained only the broad categories of Strengths and Concerns; and a section was added to the Site Visit Report relating to facility.

70. Unlike in prior years, the TPF Board was not allowed to give a presentation at the time of the Site Visit.

¹⁶ The March 18, 2019 Site Visit Team was composed of: Dr. Gwendolyn Bryant, External Consultant; Dr. Jackie L. Boddie, External Consultant; Charlotte Jarvis-Cureton, External Consultant; Ms. Saunders; and Ms. White.

71. Ms. Saunders assured the non-TPF Board members at the time of the Site Visit that TPF Board members would have sufficient opportunity during their interview to provide information about TPF's efforts and progress to the Site Visit Team.

72. On or about March 28, 2019, Mr. Shackelford submitted a renewal application to the Charter School Office for the 2019-2020 school year on behalf of TPF.

73. On or about March 29, 2019, Ms. Saunders and Ms. White reviewed the presentation that had been prepared by TPF for the Site Visit and subsequently submitted to the Charter School Office by Mr. Shackelford. In addition, Ms. Saunders reviewed the renewal application packet that had been submitted by Mr. Shackelford.

74. In its 2019 Site Visit Report, the Site Visit Team found the following strengths

- The TPF Board had taken some steps to comply with the conditions listed in the [June 2018 Board Summary], including removing former family members of the Board and appointing two new members with extensive charter school experience
- At the Governing Board Interview, a pilot program to create SMART goals with students and parents was mentioned, in alignment with the TPA Strategic Plan goal 4 (data-driven performance learning)
- Based on the site visit, there was evidence that the school was meeting the technological needs of the students
- As reported by the Administrative Team, there was a high level of support from the Executive Director with responding to the baseline instructional supplies for the school. It found, based on the principal's report, that the Executive Director always granted her requests for human and material resources to support student learning.

75. As reflected in the results of the Governing Board Interview, concerns that existed at the time of the Site Team visit included the following:¹⁷

- The TPF Board had not clearly outlined a timeline to secure an appropriate facility or funding to purchase/build a facility.

¹⁷ For reasons discussed below, I have found that the Site Visit Team improperly determined that there was little to no evidence that the TPF Board used the County Board-directed Climate Survey given to parents and staff to assess the effectiveness of school operations, school climate, facility concerns, and academic progress. I have also found that the County Board did not properly determine that the TPF Board was remiss in its responsibility to be informed of the academics of the school.

- The Chairperson of the TPF Board was unable to state the mission of record for TPA and failed to demonstrate essential knowledge of the school and deferred to other members of the Board to respond to interview questions asked of him.
- Responses of TPF Board members revealed the Board was unclear about its responsibility of ensuring that there is financial sufficiency to sustain the school.
- In response to the Conditional Renewal of one year granted in June 2018, the TPF Board had failed to adequately move beyond the “In Process” status.
- A final evaluation for the performance of the Executive Director in 2017-2018, provided after the site visit, contained eight components; there was only evidence that he was evaluated in one component, Annual Goals. There was no evidence given that there was a coherent process for evaluating the Executive Director, inclusive of the other seven components.
- Although the one-year conditional renewal was mentioned as a barrier to writing and receiving grants, the TPF Board had not built a contingency plan for supplemental funding beyond what PGCPS provides. Based on information received at the site visit, there was limited evidence that grants were actively sought since 2006.
- By the TPF Board’s own adopted evaluation tool, in 2017-2018, the Executive Director was rated “Developing” in four out of six areas.
- Information revealed in the site visit indicated that the current TPF Board had not been formally introduced to staff or stood before them as a unified board; there was little to no evidence of communication from the TPF Board to current staff.

76. During the 2018-2019 school year, the TPA Principal kept the TPF Board informed of the academics of the school, including test information and data.

77. As reflected in the results of the Administrative Team Interview, concerns that existed at the time of the Site Visit also included the following:

- Indications from focus group discussions that challenges exist in the working relationship among the TPF Board, the Executive Director, and the Administrative Team in setting the direction for leadership, providing a clear vision and direction, and establishing a culture of collaboration.
- Interviews with the TPF Board and school leadership revealed that the Principal delivered her input via telephone into the Executive Director’s evaluation without the benefit of any orientation, evaluation tool, job description, rating criteria, or documented evidence.
- Interviews with the Administrative Team revealed a host of concerns about the TPF Board and the Executive Director’s commitment to the school as indicated by:
 - Minimal visibility of the *Executive Director* in the school

- Failure to secure a suitable building facility in over ten years
- Lack of leadership in obtaining grants and other financial supports for the school in over ten years
- Failure to set forth a vision for the school
- *The Executive Director's* minimal presence at and participation in many school functions.¹⁸

78. TPF Board members, in particular, Sheimeeka Green, were attending student events and were visible in the school more regularly during the 2018-2019 school year.

79. Based on its Administrative Team Interview, the Site Visit Team commended the Administrative Team for its outstanding leadership that had set a vision and effective academic direction resulting in excellent student academic performance outcomes in the area of Reading/language Arts, exceeding the district and state achievement outcomes, and for additional focus of resources relating to Math test results and instructional focus on writing skills development. The Site Team determined that the Administrative Team accomplished this despite no obvious support, academic or vision, provided by the TPF Board or its Executive Director.

80. As reflected in the results of the School Staff Interview, concerns that existed at the time of the Site Visit also included the following:

- Responses from staff demonstrated a lack of confidence in the Executive Director, his credentials or capacity to fulfill the roles and duties as outlined in the job description for the position. The staff further expressed strong concerns and opposition to the lack of content knowledge as an instructional leader who can set the direction for an academic program.
- Responses from the staff demonstrated a lack of confidence in the TPF Board, their roles and value to the school.
- The staff reported that there was a clear disconnect and failure to communicate clearly between the TPF Board, Executive Director, and the school staff.
- Interviews with teachers and staff cited disappointment with the lack of substance observed when attending TPF Board meetings. "This was

¹⁸ For reasons discussed below, I have found that the Site Visit Team improperly found that areas of concern with regard to *the TPF Board* included minimal visibility in the school and minimal presence at and participation in many school functions.

confirmed also in the December staff climate survey, as well as previous site visits.”

- The staff interview revealed concerns about the lack of an adequate facility for the school. Staff also expressed concern over the fact that some rooms have no heat. The space heaters that had been supplied were ineffective; in some cases, blowing out the power when students were working on computer programs.
- The staff expressed concerns that the TPF Board did not provide hands-on direction, team-oriented collaboration, or vision for the staff.
- Teachers and staff questioned the Executive Director’s lack of accountability for his paid position. His presence and availability in the school was frequently lacking.
- The staff expressed strong concerns for the TPF’s lack of capacity or experience in securing grants, philanthropy, or additional funding to support supplemental programs and services for the students over the long-term history of the school.
- Teachers indicated feeling threatened by the Executive Director when speaking out about his salary. Several stated that he was defensive in their limited interactions with him.
- Staff indicated that enrichment programs, i.e., mentoring, tutorial, intramural and partnerships do not exist. A proposal written by a staff person was not acknowledged or responded to by the TPF Board.
- Interviews and surveys of staff strongly echo the sentiment that the Executive Director is not a visible presence on a *daily* basis in the school. It was also stated that his salary could be better used supporting the students’ academic needs and other initiatives to advance the proficiency of the students.
- During the Site Visit, it was indicated that the Executive Director had not been perceived as visible in the building and there was little to no evidence of communication from the Executive Director to the staff regarding his role or how he is held accountable in his position.¹⁹

(Bd. Ex. 8.)

¹⁹ For reasons discussed below, I have found that the Site Visit Team improperly found that the “[t]he Board’s presence had deteriorated over time with lack of participation and engagement in school sponsored events.” (Bd. Ex. 8, at 9.)

81. As reflected in the Executive Director Interview, concerns that existed at the time of the Site Visit also included the following:²⁰

- When asked to state the mission of record for TPA, the Executive Director failed to do so.
- Review of school documents and the site-based interview revealed that the Executive Director lacked the qualifications specified in the TPF Board’s Job Description for the Executive Director’s position. “This is consistent with previous review of documents.” The Executive Director’s resume corroborates that he was not qualified for the position. “This position requires the following credentials ‘(1) Education Minimum: Master’s Degree in a related field and/or equivalent (2) Experience Minimum: 3-5 years administrative experience or equivalent combination of education, training and experience.’ A review of the job description reveals that the Executive Director is not a model of Maryland College and Career Readiness standards.” This failure to exemplify these standards was clearly substantiated in his resume and lack of qualifications for the position cited in his own educational and work experience.
- When questioned about the goals that he had set for improving the school, the Executive Director presented goals that did not align with his job description.
- The Executive Director could not articulate fluently his level of success in reaching the identified goals in his evaluation.
- In ten years, the Executive Director had been unsuccessful in facilitating any formal partnerships that had advanced the mission of the school.
- The Executive Director provided misleading information regarding his participation in collaborative planning and leadership meetings with staff. His response was in direct conflict with the report of staff that he was not

²⁰ For reasons discussed below, I have found that the Site Visit Team improperly found that areas of concern included:

- When the Executive Director was asked to identify his greatest challenge in leading the school, he referenced inadequate funding by PGCPs related to transportation and schedule of disbursements by PGCPs, “evidencing that he is in overreach of his job description or unaware of where his primary duties lie.”
- The Executive Director was misinformed about the contractual language and court decisions involving charters, as evidenced by
 - Transportation underfunding/numerous requests for past payment (requesting past payment since 2006 for transportation)
 - Using the term “underfunding” numerous times with stakeholders to describe PGCPs in being negligent to the charter agreement.
 - Requesting a different schedule of disbursement than any other charter school in PGCPs
 -
 - Emails to Budget that undermine the process of staffing and funding (i.e., requesting that [PGCPs] reduce the 4.0 Vacant FTE Classroom Teachers, when the Principal then sends a Fill a Vacancy request for the positions), also requesting funds outside of the normal disbursement schedule.
 - Stating that each student will receive \$1600.00 from Hogan’s Bill for facility (proposed legislation, not passed)

(*Id.* at 12-13.)

present in instructional meetings and had demonstrated no capacity to add value to the instructional program.

- The Executive Director was not aware of the substance or value of the Maryland College and Career Readiness Standards and Curriculum Framework or the Next Generation Science Standards (NGSS) in order to effect continuous academic growth and achievement for all learners, as evidenced by his comment about the school not being pleased with the curriculum. “This was not corroborated by anyone else interviewed”
- When asked to identify three significant accomplishments in promoting academic success the Executive Director’s response did not demonstrate his level of awareness of any strategies that would have led to accomplishments made by the school.
- Contrary to teachers’ reports, the Executive Director reported that he attends meetings with teachers and staff on a regular basis and attends school functions; teachers had expressed concern that the Executive Director, even upon invitation, did not attend or participate in school meetings, professional development, and/or activities on a regular basis.
- The Executive Director expressed concerns about the effectiveness of the current curriculum being used contrary to the four star rating the school has received in the Maryland State Accountability Framework.
- The Executive Director was misinformed about the contractual language and court decisions involving charters, as evidenced by
 - Ignoring deadline requests for decisions on moving TPA presented by a County Board member
 - “Giving the false impression to his stakeholders that PGCPS has been negligent in finding the school a facility. The charter office has attended four site visits with the team since 2011 . . . [and] has consistently provided the Executive Director with resources and referrals around potential sites.”

(*Id.* at 10-13.)²¹

82. At the time of the March 18, 2019 Site Visit, TPF and PGCPS disagreed about whether PGCPS owed TPA funds for transportation and whether PGCPS had made timely disbursements to TPA. That dispute was not resolved as of the date of the May 2019 non-renewal.

²¹ For reasons discussed below, because the comment appears to relate to the issue of funding, I have found that the Site Team improperly concluded that the culmination of the concerns raised by the Executive Director interview “has led to a[n]overall misperception to the [TPF Board] and stakeholders that PGCPS has not been a supportive partner in [TPA’s] mission. As the Executor Director is the liaison to the [TPF] Board, he is responsible for the barrier in communication. There is equity in funding of all charter schools and proven structures and processes in PGCPS. The Executive Director’s misinformation leads to unnecessary miscommunication across the departments of PGCPS, who strive to be clear and transparent.” (*Id.* at 13.)

83. A walkthrough of the TPA facility was conducted on April 1, 2019 by a Walkthrough team consisting of a PGCPS Facilities Coordinator, a Maintenance representative, an Environmental Officer, the Architectural Design Manager, and a Safety Officer (Vince Curl).²² The inspection team observed the following facility limitations:

- The facility was not large enough for the number of students
- Pest control needed to be more frequent
- Water testing needed to be performed according to COMAR
- The kitchen needed to be inspected monthly
- Water fountains in the hallway leaked
- Door sweeps were missing
- Ceiling tiles were water stained
- Peeling paint existed in the hallway
- Rubber floor was coming up in multiple locations causing buckling
- Floor ramps outside the main entry were slick
- Temporary buildings were not secured by fencing
- There were not enough student bathrooms
- Grease interceptors needed cleaning
- Electrical outlets were not covered in kindergarten classrooms
- Window dressings and blinds were not fireproof
- The nurse's suite was out of compliance
- Classroom sizes were less than sufficient
- There was a lack of appropriate playground equipment
- Temperature controls were limited – zone thermostats
- Storage space was inadequate for students and teachers
- Several egress storage areas were blocked with debris
- Fire extinguisher doors were locked
- Daisy chain surge protectors were present
- Electrical panels were blocked by a refrigerator and boxes.
- The stage was a fire hazard – crippled by storage, unsafe furniture, and blocked exits
- Bathroom floor tiles were cracked
- There was not a clear division between guests for church and people doing church business, creating safety issues with church access vs. school access
- A water hose was present in an IT closet and clothes were stored around it
- There were no handicapped toilets
- The multipurpose room had inadequate lighting
- The playground did not have nine inches of impact material
- Recycled tires were improperly used as playground material
- The sprinkler or alarm system was the subject of a third fire inspection notice

²² Ms. White and Ms. Saunders were also in attendance.

- The student/adult restrooms on the church side of the facility lacked adequate separation

84. The Trinity Church location was not properly maintained and was not safe for staff and students.

85. After the 2019 Site Visit, the Site Visit Team members met to debrief and to provide input into drafting a Site Visit Report. In addition, the Site Team reviewed the renewal application and the Climate Survey results,²³ and the Charter School Office used the collective information of the Team to draft a report with a recommendation to the PGCPS CEO regarding whether or not to authorize the applicant.²⁴

86. Based on a comprehensive review of TPF's operation of TPA, which included review of information gathered from Climate Survey results, visiting a TPF Board meeting,²⁵ conducting interviews focused on leadership and governance, and reviewing artifacts and documents provide by the TPF Board, the Charter School Office determined that while TPF responded to the conditions of the conditional one-year renewal, the responses lacked evidence of full implementation. There was no substantial evidence indicating that the TPF Board or the Executive Director fulfilled the requirements that the County Board had set as conditions for the one-year renewal. Nor was TPF fulfilling the mission of record for TPA: to establish an educational structure and culture that inspires the children, the parents, and the teachers to give their best, to pursue their destiny, and to develop their unique potential.

²³ See footnote 7.

²⁴ It was not made clear if in past years, the Site Team also considered Climate Survey results.

²⁵ I note that TPF did not refer in its appeal or at the hearing to any alleged improper reliance by the County Board on observations made at a TPF Board meeting. The evidence does not show to what exactly PGCPS was referring when it indicated in its recommendation that a comprehensive review was conducted that included visiting a Governing Board meeting. In any event, as discussed below, there was more than enough information gleaned by the County Board from the other sources to show that its decision to non-renew was not arbitrary or unreasonable or illegal.

87. The Charter School Office offered the following recommendations to the Interim

CEO:

- The school should remain open and non-renew the contract with [TPF] with PGCPS managing the school for the 2019-2020 school year with the intent of seeking another management organization with parent and teacher involvement a part of this process.
- A forensics audit should be done by CliftonLarsenAllen, LLP of the [TPF Board] and [TPA].

The Site Review Team is recommending a three year renewal if these above conditions are met.

(Bd. Ex. 8, at 16.)

88. On April 11, 2019, Ms. Saunders attended the TPF Board's meeting and informed the TPF Board that the recommendation of the CEO would be to non-renew TPF as the operator of TPA but to keep TPA open and search for a new charter school operator. Ms. Saunders did not provide a reason or explanation at that time.

89. On April 23, 2019, TPF Board Chair Vincent Queen sent the County Board a packet with an overview of TPF's current status and action taken with regard to "academic success; fiscally sound; viable organization; and faithfulness to charter." (Queen Affidavit, TPF Ex. 53, at 5.) The packet also included an overview of the Hyde-approach, a detailed response to the Charter School Office's recommendation, and a copy of TPF's revised and updated charter renewal application.

90. On or about April 25, 2019, the Interim CEO for PGCPS issued a recommendation to the County Board that TPF's Charter Agreement not be renewed and that PGCPS manage TPA for the 2019-2020 school year until a new management organization could be selected with input from the staff and parent community.

91. The first reader for TPF's renewal application was held at a County Board meeting on April 25, 2019.

92. Mr. Shackelford and Ms. Peterson attended the April 25, 2019 meeting; neither they nor anyone else signed up for public comment.

93. On April 26, 2019, Ms. Saunders sent a letter to Mr. Queen, attaching the 2019 Site Visit Report.²⁶

94. The second reader was held at the County Board meeting on May 9, 2019.

95. During the May 9, 2019 County Board meeting, eleven of the seventeen people who signed up to give public comment were present to speak either for or against renewing TPF as the charter operator. Of the TPF Board members, Mr. Queen and TPF Board Vice-Chair Lisa Cash gave public comments. Two other TPF Board members who signed up for public comment (Cassandra Selvon and Anitra Ngugi) did not give any public comment during the meeting.

96. During the May 9, 2019 meeting, the County Board voted not to renew TPF's Charter Agreement as the governing body of TPA on the grounds that (1) TPF and its Executive Director had not provided a strong and compelling justification for a five-year renewal of its Charter Agreement; (2) TPF and its Executive Director had not provided the necessary structures and processes to ensure effective governance; and (3) the current TPA facility creates challenges for the instructional and operational program as well as hinders the school from thriving to its maximum potential.

97. In its May 9, 2019 Resolution, the County Board further resolved:

1. [TPA] will continue to operate as a school within [PGCPS] for the 2019-2020 school year with specified conditions; as stated in the Board Action Summary.

2. The school should remain open and non-renew the contract with [TPF] with PGCPS managing the school for the 2019-2020 school year with the intent of seeking another management organization with parent and teacher involvement a part of this process.

²⁶ It was not made clear at the hearing on what date the Site Visit Report had been provided to the County Board.

3. A forensics audit should be done by CliftonLarsonAllen, LLP of the [TPA] Governing Board and [the TPA].

(TPF Ex. 2.)

98. In its May 9, 2019 Resolution, the County Board further approved the recommendation of the Interim CEO as set forth in her Board Action Summary.

99. Pursuant to each Charter Agreement between TPF and the County Board, the County Board is not responsible for locating, providing, constructing or managing a facility location for TPF to operate TPA.

100. Securing a suitable facility is the sole responsibility of the charter school operator. Governing boards of charter schools are required to provide a facility that meets local and state regulations and codes for public schools pursuant to the terms of its Charter Agreement.

101. The TPF Board knew since at least 2013 that there were facility concerns but did not fulfill its obligation in the intervening years to find another safe and suitable facility.

102. PGCPs did not hinder TPF in finding another suitable facility.

103. PGCPs and the County Board did not misconstrue relevant Climate Survey results.

104. In reaching its decision to non-renew, PGCPs and the County Board considered all the relevant information provided by TPF.

105. PGCPs and the County Board did not give disproportionate weight to any factors of the Site Visit.

106. PGCPs and the County Board did not engage in a “hostile takeover” of TPA.

107. On May 16, 2019, Ms. Saunders and Ms. White attended meetings with TPA parents and staff regarding relocating TPA to Middleton Valley for the 2019-2020 school year. PGCPs determined that it was in the best interests of TPA staff and students to move the school

from the Trinity location to Middleton Valley because of the history of facility issues at Trinity that impacted the safety and health of students.

108. TPF's one-year conditional charter expired on June 30, 2019.

109. TPA remains open for the 2019-2020 school year, but TPF's Charter Agreement was not renewed for that year. Rather, the PGCPS is managing the school with the intent of seeking another management organization with parent and teacher involvement in the process.

110. Although TPA no longer has a contract with Hyde at this time, it still adheres to the Hyde philosophy.

DISCUSSION

Legal Standard

Public Charter Schools in Maryland

Charter schools are a statutorily created alternative to traditional public schools that are "in the nature of semi-autonomous public schools," operating "under a contract with a State or local school board." "The contract, or charter [agreement], defines how the school will be structured, staffed, managed, and funded, what programs will be offered, and how the school will operate and account for its activities." In Maryland, charter schools are governed by the Maryland Public Charter School Program, which "sets forth a process for establishing new charter schools as well as monitoring, oversight, and accountability standards for charter schools once they are established." The purpose of the Charter School Program is to "establish an alternative means within the existing public school system in order to provide innovative learning opportunities and creative educational approaches to improve the education of students."

Monarch Acad. Balt. Campus, Inc. v. Balt. City Bd. of Sch. Comm'rs, 457 Md. 1, 15 (2017)

(citations omitted); see also *Lincoln Charter Pub. Sch., Inc. v. Prince George's Cty. Bd. of Educ.*,

No. 05-18, at 5 (Md. State Bd. of Educ. May 26, 2005) ("[A] charter agreement . . . is a legally

binding contract that explains in detail the responsibilities of all parties involved in the operation of

the public charter school.") Section 9-103 of the Education Article provides that "[t]he public

chartering authority for the granting of a charter shall be a county board of education." Section

9-102(11) provides that a "public charter school" means a public school that . . . [o]perates under

the supervision of the public chartering authority from which its charter is granted and in accordance with its charter and, except as provided in §§ 9-104.1 and 9-106 of this title, the provisions of law and regulation governing other public schools. . . .”²⁷

Section 9-104 sets forth the application and review procedure and provides that an application may be submitted to a county board by certain individuals, including a nonsectarian nonprofit entity. Educ. § 9-104(a)(2)(iii).

Section 9-110 of the Education Article provides:

(a)(1) Each county board shall develop a public charter school policy and provide it to the State Board.

(2) The policy required under paragraph (1) of this subsection shall include guidelines and procedures regarding:

(i) Evaluation of public charter schools;

(ii) Revocation of a charter;

(iii) Reporting requirements; and

(iv) Financial, programmatic, or compliance audits of public charter schools.

(3) The policy required under paragraph (1) of this subsection, including any updates or amendments made to the policy, shall be provided to the Department and made available on request and posted on the website of the county board.²⁸

Id. § 9-110 (Supp. 2019).

The MSDE has recognized a charter school appeal as “an appeal from a decision of a local board involving a ‘local policy or controversy and dispute regarding the rules and

²⁷ Pursuant to section 9-104.1(b), the MSBE “shall develop standards and criteria by which an eligible public charter school shall be assessed by a public chartering authority.” “An eligible public charter school may submit to the chartering authority . . . [a]n application for renewal of an existing charter contract that incorporates the provisions of subsection (e) [relating to exemptions by mutual agreement from certain requirements or an] application for an addendum to an existing charter contract that incorporates the provisions of subsection (e)” *Id.* § 9-104.1(c)(1).

Section 9-106 provides in part:

(a) Subject to subsection (b) of this section, a public charter school shall comply with the provisions of law and regulation governing other public schools.

(b) Subject to subsection (d) of this section [listing certain exceptions], a public charter school may seek a waiver of the requirements under subsection (a) of this section from:

(1) A county board for policies that are the policies of the county board; and

(2) The State Board for policies that are the policies of the State Board.

No evidence was submitted in this case that any relevant waivers have been granted.

²⁸ Neither party submitted a copy of a County Board Policy into evidence. The County Board witnesses testified about the guidelines and procedures regarding the evaluation.

regulations of the local board.”²⁹ *Possibility Stem Preparatory Acad. Charter Sch. v. Prince Georges’ Cty. Bd. of Educ.*, No. 11-43, at 5 (Md. State Bd. of Educ. Sept. 27, 2011).

COMAR 13A.01.05.06A-C states in pertinent part:

A. General. Decisions of a local board involving a local policy or a controversy and dispute regarding the rules and regulations of the local board shall be considered prima facie correct, and the State Board may not substitute its judgment for that of the local board unless the decision is arbitrary, unreasonable, or illegal.

B. A decision may be arbitrary or unreasonable if it is one or more of the following:

- (1) It is contrary to sound educational policy; or
- (2) A reasoning mind could not have reasonably reached the conclusion the local board or local superintendent reached.

C. A decision may be illegal if it is one or more of the following:

- (1) Unconstitutional;
- (2) Exceeds the statutory authority or jurisdiction of the local board;
- (3) Misconstrues the law;
- (4) Results from an unlawful procedure;
- (5) Is an abuse of discretionary powers; or
- (6) Is affected by any other error of law.

In that regard, the Court of Special Appeals has noted:

We have held: “Decisions contrary to law or unsupported by substantial evidence are not within the exercise of sound administrative discretion, but are arbitrary and illegal acts.” We have further observed: *Black’s Law Dictionary* defines the term “arbitrary” as including something done “without adequate determining principle,” “nonrational,” and “willful and unreasoning action, without consideration and regard for facts and circumstances presented”; and the term “arbitrary and capricious” as “willful and unreasonable action without consideration or in disregard of facts or law or without determining principle.” Finally, the State Board regulations define decisions of a county board as being “arbitrary” where “contrary to sound educational policy” and/or where a “reasoning mind could not have reasonably reached the conclusion the county board reached.”

Bd. of Educ. of Somerset Cty. v. Somerset Advocates for Educ., 189 Md. App. 385, 401

(2009) (citations omitted).

²⁹ Pursuant to COMAR 13A.01.05.07A(1)(c), the MSBE shall transfer an appeal to the OAH for review by an administrative law judge where the MSBE finds that a genuine dispute of material fact exists.

Burden of Proof

The burden of proof in an appeal of a denial of a renewal application, and the standard by which it must be established, are assigned by regulation. The relevant regulation provides that “[t]he [A]ppellant shall have the burden of proof by a preponderance of the evidence.” COMAR 13A.01.05.06D; *see generally* Md. Code Ann., State Gov’t § 10-217 (2014). To prove something by a “preponderance of the evidence” means “to prove that something is more likely so than not so,” when all the evidence is considered. *Coleman v. Anne Arundel Cty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002); *see also Mathis v. Hargrove*, 166 Md. App. 286, 310 n.5 (2005). Under this standard, if the supporting and opposing evidence is evenly balanced on an issue, the finding on that issue must be against the party who bears the burden of proof. *Coleman*, 369 Md. at 125 n.16.

Positions of the Parties³⁰

It was undisputed that PGCPS had previously, on August 9, 2017, given the TPF Board a list of specific items that needed to be done by November 8, 2017, including, among other things, the development of a professional development plan identifying the TPF Board’s priorities and initiatives.³¹

It was also undisputed that on June 21, 2018, the County Board voted to conditionally renew TPF’s charter for one year and that the conditional renewal required that TPF meet four conditions, including, among other things, that the TPF Board of Directors must submit a professional development plan focused on effective governance for the TPF Board and its Executive Director and that PGCPS would appoint a liaison to work with TPF and TPA leadership to conduct a climate survey for staff and parents to assess the effectiveness of school operations, school climate, facility concerns, and academic progress.

³⁰ See *supra* note 4.

³¹ See Bd. Ex. 30.

The County Board's June 21, 2018 Resolution also noted that TPF and its Executive Director had not provided a strong and compelling justification for a five-year charter renewal; had not provided the necessary structures and processes to ensure effective governance; and had failed to demonstrate the capacity to execute their duties and responsibilities of practice. (Bd. Ex. 19.)

The subject of this appeal is the subsequent decision by the County Board on May 9, 2019, to approve the recommendation of the Interim CEO of PGCPSS to non-renew for the 2019-2020 school year TPF's Charter Agreement authorizing TPF to operate the school as its governing board. The County Board voted instead that TPA would continue to operate as a school within the PGCPSS for the 2019-2020 school year with the intent of seeking another management organization with parent and teacher involvement a part of the process.

It is undisputed that the May 9, 2019 Resolution of the County Board states that the decision was based on the following reasons:

[T]he [TPF Board] and its Executive Director have not provided a strong and compelling justification for a 5-year renewal of its Charter Agreement; and

[T]he [TPF Board] and its Executive Director have not provided the necessary structures and processes to ensure effective governance; and

[T]he current facility creates challenges for the instructional and operational program as well as hinders the school from thriving to its maximum potential

(Bd. Ex. 22.)

The May 9, 2019 Resolution further indicates that the County Board was approving the recommendation of the Interim CEO. That recommendation is contained in the Board Action Summary setting forth the Interim CEO's conclusion that while the conditions issued by the County Board on June 28, 2018 "were responded to, they lack evidence of full implementation with impact on [TPA's] daily mission." (TPF Ex. 2.) The Board Action Summary also indicates that based on information gathered from a follow-up comprehensive review that included

analyzing climate survey results, visiting a TPF Board meeting, conducting interviews focused on leadership and governance [Site Visit], and reviewing artifacts and documents provided by TPF, “there is no substantial evidence indicating that the [TPF] Board or the Executive Director are fulfilling the requirements that the [County] Board has set as conditions for renewal, nor the mission of record for the [TPA]. . . .”³² (*Id.*)

TPF’s Contentions

Arbitrary or Unreasonable

TPF contends that the County Board’s June 2018 decision not to renew TPF’s Charter Agreement as the governing body of TPA was arbitrary and unreasonable because it was contrary to sound educational policy, or a reasoning mind could not have reasonably reached that decision.

Academically and Financially Sound/Faithfulness to Charter

TPF argues that the County Board disregarded “the most important measure” of a charter school’s success: academic performance, as well as TPA’s financial soundness and faithfulness to charter.³³

Satisfaction of Requests/Conditions

TPF also argued that the County Board’s decision not to renew was arbitrary and unreasonable because all of the items to be remedied that were discussed in August 2017 were completed or in process and all of the conditions of the June 21, 2018 one-year conditional renewal had been responded to.

TPF asserted that the County Board never told TPF that it had not met or satisfied any of the conditions, in particular, the condition relating to submission of a professional development plan.

³² The Resolution also states that a forensic audit would be done by the TPF Board and TPA.

³³ TPF did not explain what it meant by “faithfulness to charter.” I note that, as discussed below, the County Board took the position that TPF failed to comply with the terms of the Charter Agreement relating to facility.

Moving Targets

TPF asserted that the County Board and the Charter School Office consistently changed its requests and targets for TPA and that the TPF Board and Executive Director were not made aware of concerns about governance and facility prior to PGCPS's recommendation to the County Board to non-renew. It contended that it remedied any problems raised in the past by the County Board.

Implementation

TPF argued that the County Board discounted steps and efforts made by the TPF Board in meeting governance and facility concerns during the conditional one-year renewal for the 2018-2019 school year and that TPF could not be expected—nor was it required by the one-year conditional charter—to have fully implemented within one year, the extensive developmental goals for TPA and the TPF Board.

TPF further asserted that failure to more fully implement set goals was hampered by events beyond its control and caused by PGCPS. For example, the PGCPS liaison did not complete the climate surveys until November 2018 and did not share the results with TPF until February 2019. In the short period between the time the preliminary results of the Climate Survey were shared with the TPF Board on February 9, 2019, and the final results were shared on February 20, 2019, and the time of the County Board's decision, the TPF Board reviewed and sought to make changes based on the results, including attempting to resolve facility concerns expeditiously. Thus, the County Board unreasonably expected TPF to have fully acted on the results of Climate Surveys in the time it had between receiving the results and when the non-renewal took place.

Climate Surveys

TPF argued that the Charter Schools Office misconstrued the results of the climate surveys and that the County Board improperly relied upon the Charter Schools Office's misconstruction in deciding not to renew.

Measuring Tool; Site Visit

TPF argued that over the years, there was no matrix or established measuring tool used by the County Board in considering whether TPA's charter was to be renewed. Thus, the County Board's decision not to renew was purely subjective.

TPF also alleged that the County Board improperly relied upon the results of a March 18, 2019 site visit by the Charter School Office in reaching its decision to non-renew because the March 2018 site visit changed in format and rubric from prior site visits to focus on just one area—leadership and governance—and then the County Board improperly gave significant weight to credence of school staff over the TPF Board and Executive Director. In addition, the TPF Board was not permitted to give a prepared presentation to the visiting committee, showing the progress TPA had made and the efforts to address issues previously raised by the County Board.

TPF further alleged that the County Board did not give proper weight to all factors of the Site Visit, in particular, giving disproportionate weight to the issue of a new facility and was remiss in not visiting any classrooms or examining any lesson plans during the visit.

TPF complained that the Site Visit Report acknowledges the academic improvement at TPA but only gives credit to the school leadership team without acknowledging the success also due to the charter culture that had been cultivated by the TPF Board and the Executive Director for the last ten years.

TPF disagreed with the Site Visit Report that it failed to set a vision for the school, there was a lack of team-oriented collaboration, the TPF Board had not been participatory in school events. According to TPF, the TPF Board had had a significantly greater presence and participation in school functions. In addition, a TPF Board newsletter was created and communication had improved between the TPF Board and TPA parents and staff, including increased meetings to advise parents and staff of significant issues.

TPF complained that the concerns in the Site Visit Report as to the qualifications of Mr. Shackelford were never previously raised in TPA's prior charter renewals and ignore the academic success brought by Mr. Shackelford and the TPF board's implementation of the Hyde program and vision.

Facility

TPF also contested the County Board's conclusion that the Trinity Church facility created challenges for TPA's instructional and operational program as well as hindered the school from thriving to its maximum potential.

TPF took the position that the TPF Board and Mr. Shackelford made significant efforts over the years to find a suitable facility for TPA to relocate and that it had good reasons for rejecting relocation to PGCPS-offered buildings, including parent and staff reaction to moving, and the limits necessarily imposed by only having a one-year conditional renewal. Specifically, regarding one such facility, Middleton Valley, efforts to reach a decision whether to relocate were hampered by PGCPS. Furthermore, TPF was subjected to undue pressure by a County Board member to relocate there.

According to TPF, the facility issue was given disproportionate weight in the County Board's decision not to renew TPF's Charter Agreement.

Hostile Takeover

TPF further contended that the County Board engaged in a hostile takeover of the school, beginning at least as of the time of TPF's charter renewal application in 2016—seeking to turn TPA's administration and staff against the TPF Board and interfering with the orderly operation of TPA.

TPF asserted that the County Board erred in the spring of 2018 in taking action to strain the relationship between the TPF Board and TPA's administrators, teachers, and parents. Specifically, in April 2018, the Charter School Office and the Board's legal counsel met with TPA teachers and parents, stating their intent to close TPA and criticizing the TPF Board's governance.³⁴ The Charter School Office notified lottery winners that TPA was no longer accepting new students and advised TPA teachers they should look for new positions. The County also falsely announced to TPA parents that the TPF Board was not financially sound. TPF asserted that the County Board's conduct resulted in lower numbers of student enrollment and damaged the relationship between the TPF Board and its teachers and parents.

TPF asserted that the County Board came up with arbitrary and unreasonable reasons for denying the charter renewal as part of a hostile takeover aimed at taking control away from TPA's founders and operators and that the County Board's conduct in forcing the issue of relocation was done to force TPA Students into a non-charter school by selecting a school nearly thirty minutes away from TPA's Lanham location.

Review of Artifacts and Documents Provided by the TPF Board

TPF further alleged that the PGCPs/County Board did not sufficiently assess the renewal material in reaching its determination that TPF's Charter Agreement should not be renewed for the 2019-2020 school year, and it did not consider all the information provided by TPF.

³⁴ The County Board subsequently voted to grant a one-year conditional renewal of TPF's Charter Agreement.

Illegality

TPF further contended that the County Board's decision is illegal because it resulted from an unlawful procedure and/or was an abuse of the County Board's discretionary powers. When asked at the prehearing conference to specify the grounds on which it based the assertion of illegality, TPF specified the following: the County Board (a) failed to consider all of the information in its renewal application; (b) refused to permit it to give a presentation at the time of a March 20, 2018 site visit; and (c) required TPA to relocate its facility.³⁵

Hyde Vision

Finally, TPF asserted that the County Board's decision to keep TPA open without its governing body flies in the face of sound educational policy, as it took away the foundation of the school: the Hyde Character vision.

County Board

The County Board contended its decision not to renew TPF's Charter Agreement as the governing body of TPA was neither arbitrary, unreasonable, nor illegal, and its non-renewal action should be affirmed. The County Board contended that its decision was grounded in evidence and supported by the County Board's legal authority to make decisions regarding the authorization and evaluation of its public charter schools. According to the County Board, based on proper consideration of governance and facility issues, the County Board reasonably determined in 2019 that it was no longer in the best interest of TPA's students for TPF to continue to operate the school after the 2018-2019 school year.

The County Board contended that regardless of TPA's academic and financial soundness, it properly decided to non-renew based on governance and facility concerns. It emphasized that it did not base its decision to non-renew on TPA's academic or financial status.

³⁵ See *supra* note 4.

With regard to the August 9, 2017 list of items, the County Board focused on TPF's failure to develop a professional development plan. Other than the alleged submission of a professional development plan, the County Board did not dispute that TPF met the 2018 conditions of the one-year conditional renewal. The County Board contended, however, that the professional development plan submitted by TPF was so deficient as to not comply with that condition of the one-year 2018-2019 conditional renewal. The County Board disagreed with TPF's assertion that the County Board never told TPF that it had not met or satisfied all the conditions of the August 9, 2017 list or the 2019 conditions.

The County Board emphasized that although its June 21, 2018 Resolution granted a conditional one-year renewal to TPF for the 2018-2019 school year, the Resolution also noted that TPF and its Executive Director had not provided a strong and compelling justification for a five-year charter renewal; had not provided the necessary structures and processes to ensure effective governance; and had failed to demonstrate the capacity to execute their duties and responsibilities of practice. (Bd. Ex. 19.)

According to the County Board, the one-year renewal was an opportunity for it to gather additional information to determine whether TPF should continue to operate TPA after the 2018-2019 school year. There was no guarantee that TPF's charter agreement would be renewed beyond the 2018-2019 school year, and the Resolution made it clear that the CEO and County Board would continue to monitor TPF's governance and operation of the charter school during the period of its one-year conditional operation of the school. Indeed, the Interim CEO of PGCPs conducted a comprehensive review as a follow-up to the one-year conditional renewal, which included correctly analyzing the results of properly conducted climate surveys, visiting a governing board meeting, and conducting interviews properly focused on leadership

The County Board denied that it ignored efforts made by the TPF Board and/or the Executive Director during the 2018-2019 school year to address governance and facility issues but argued that the efforts were too little too late. The governance issues were significant and pervasive throughout TPF's management and oversight of TPA, despite the fact that TPF had been operating the school since the 2006-2007 school year. Although the County Board had indicated to TPF during the course of two renewal cycles in 2017-2018 and 2018-2019 that it had strong concerns about TPF's governance of TPA, TPF did little to remediate the problems until there was discussion of closing TPA. Even after the one-year conditional renewal, TPF failed to adequately demonstrate action beyond the planning phase. The County Board emphasized that Mr. Shackelford's deficient qualifications had long been in existence and drawn to the attention of the TPF Board.

The County Board also denied that PGCPs hampered TPF's progress in remedying any deficiencies relating to governance or facility.

The County Board denied any ulterior motives in denying TPF's renewal application and it denied that any action or inaction on the part of PGCPs prevented the TPF Board from being able to obtain a renewal of its Charter Agreement.

The County Board contends it did not misconstrue the results of the Climate Survey and that the Site Visit results show that TPF did not take initial actions in response to the Climate Survey.

The County Board denied that it lacked an adequate evaluation rubric and contended that TPF was well aware of that rubric, which had been used in the past. It argued that the TPF Board had the opportunity to learn more about the evaluation/renewal process and to ask any questions about it but failed to take advantage of that opportunity.

The County Board contended that the methodology for the Site Visit Report was educationally sound. The Site Visit did not use ratings as in the past and focused on just leadership and governance and facility; however, the findings of its highly qualified Site Visit Team that long-standing governance and facility issues remained, were clearly accurate.

In any event, a review of the evaluation process used as a whole shows that it was not arbitrary or capricious. The MSBE does not decide whether a school system's evaluation process is the best method for considering charter school renewals or whether the school system should have given more or less weight to the evaluation factors of the rubric.

The County Board contended that facility safety issues and governance issues, together or standing alone, were proper reasons for the County Board to non-renew TPF's charter agreement.

With regard to facility issues, the County Board contended that it had for many years clearly communicated to TPF the necessity for safety and instructional purposes of finding a new facility in which to relocate TPA. Because TPF failed to do so, the County Board appropriately determined that the current TPA facility creates challenges for the instructional and operational program as well as hinders the school from thriving to its maximum potential.

The County Board denied any undue pressure or interference in the TPF's decision with regard to whether to relocate the TPA facility to Middleton Valley. It denied that the limited one-year conditional renewal prevented the TPF Board from relocating the facility elsewhere.

The County Board denied any hostile motivation for any of its actions or that any such alleged motivations affected the outcome of its decision.

The County Board further contended that its decision was not illegal. It considered all the information relevant to TPF's renewal application, including the presentation materials it had

desired to present at the March 20, 2018 site visit, and it reasonably required TPF to relocate the TPA facility.

The County Board contended that the issue of whether PGCPS improperly delayed funding or underfunded TPA is not an issue on appeal in this administrative proceeding.

The County Board contended that the non-renewal was consistent with the purpose and intent of Maryland Charter School law, i.e., to give private non-profits funding and partial autonomy to manage public schools. As steward of public funds, the County Board could not continue to give TPF funds to operate a charter school when TPF has historically failed to meet students' and staff's facility and governance needs.

Accordingly, the County Board properly removed TPF as the operator of TPA but allowed TPA to remain open with PGCPS managing the school for the 2019-2020 school year, with the intent of identifying a new management organization with parental and teacher involvement in that process.

For the reasons set forth below, I find that TPF has not met its burden in this case.

Evidence

TPF

Paul E. Shackelford, founder, former TPF Board member, and Executive Director of TPF, testified that he has an associates degree in electrical engineering and a GRI³⁶ in real estate, he is a broker and a candidate for CCIM,³⁷ and has a certificate in training sheriffs for evacuating cities. He testified about the reasons TPA was started: essentially, to assist youth in the area with their academics and developing their character.

³⁶ Graduate, Realtors Institute.

³⁷ Certified Commercial Investment Member.

Mr. Shackelford testified that TPA had been progressing academically and doing very well, especially if one considered that TPA had over 72 percent FARMS.³⁸

Mr. Shackelford testified that TPF complied with all of the conditions set forth in the June 4, 2018 Board of Action Summary relied upon by the County Board in reaching its June 21, 2018 decision to conditionally renew for one year, including submitting a professional development plan on August 1, 2018 setting forth eight goals and plans to implement them. According to Mr. Shackelford, PGCPs and the County Board never told TPF that it had not met or satisfied any of the conditions of the one-year conditional renewal or that the plan was not satisfactory.

When asked what his understanding was as to the standard PGCPs used in determining whether to recommend whether the Charter Agreement be renewed, Mr. Shackelford complained “It seems like it’s everything was just purely subjective and there’s no matrix. It’s just . . . how [does the PGCPs] feel today? (Test. Shackelford, Tr. vol. 1, at 48 (Nov. 5, 2019).) He cited as an example inconsistent statements made by PGCPs representatives on the same day as to the reason for the recommendation to close (first referring to academics and then poor governance).

When asked if during prior renewals, there were any complaints, concerns, or legal difficulties brought to his attention, Mr. Shackelford recalled only problems with the renewal application in 2016, which he testified were resolved.³⁹

Mr. Shackelford testified about some of the efforts made by TPF during the 2018-2019 school year in the areas of governance and facility, e.g., TPF conducted training for Board members by GCC on effective Board and Executive Director governance and held a retreat facilitated by Hyde to map-out a strategy to incorporate climate survey concerns and goals to move forward for a five-year charter plan. In addition, Mr. Shackelford and Rhonda Clomax,

³⁸ Free and Reduced Meals.

³⁹ Mr. Shackelford acknowledged that when TPF submitted its renewal application for 2016, PGCPs had issues with it and it had to be reworked.

TPA Principal, were provided a mentoring team from Hyde, with whom they “would have meetings” every Monday night to map out strategy for the upcoming weeks. (*Id.* at 65-66.) Mr. Shackelford referred to a document submitted into evidence entitled “TPA Milestones/Accomplishments – 1st Semester – 2018-2019,” which he testified shows TPA’s milestones and accomplishments during that time. (TPF Ex. 42.)

Mr. Shackelford testified that the multiple new TPF Board members each had a specific area of expertise, such as written curriculum, fundraising, and computers. One new TPF Board member, Sheimeeka Green, interacted extensively with the school and handled fundraising. In addition, on February 9, 2019, a TPF Board retreat was held to develop a strategic plan for the upcoming sought-after five-year Charter Agreement and to establish goals and who would be responsible for taking the lead as to each. Mr. Shackelford further referred to an undated letter from the TPF Board to faculty and staff members giving an update regarding who was on the TPF Board and its strategic goals and letting them know that TPF Board meetings were held on the first of each month, which they were welcome to attend. In addition, sometime during the 2018-2019 school year, a “financial deep dive,” spearheaded by TPF Board member Cassandra Selvon, was held with parents and teachers. (Bd. Ex. 12; Test. Shackelford, Tr. vol. 1, at 80-81.) And the TPF Board held regular board meetings in accordance with the Charter Agreement. The meetings were open and publicized and invitations were sent out to all parents and teachers. As Executive Director, he would regularly attend those meetings.

According to Mr. Shackelford, TPF Board members attended TPA events throughout the year, including honor roll and award ceremonies, and Discovery nights. He testified, “Any time you’d have parent participation, [TPF Board member Sheimeeka Green or he] was definitely there. . . .” (*Id.* at 80.)

With regard to steps the TPF Board took during the 2018-2019 school year to make sure it was informed about academics, Mr. Shackelford testified that administrative staff came to the TPF Board meetings to show the Board data.

Mr. Shackelford testified that Dr. Reese put together the Climate Survey and sent it out to TPA staff and parents; the results were shared by Dr. Reese with the TPF Board in February 2019. Subsequently, in response to the Climate Survey results, the TPF Board produced a newsletter that was sent to teachers and parents introducing the new TPF Board members, sharing TPA's test scores and monthly financial records, and listing relevant websites.⁴⁰

In anticipation of the 2019 Site Visit, Mr. Shackelford, Patricia Peterson (founder, former TPF Board member and financial advisor to TPA, and TPA parent), the TPF Board, and a Hyde representative worked to prepare a PowerPoint presentation that they intended to give during the Site Visit. The presentation addressed, among other things, site plans, focus, academic outcomes, goals, Hyde Culture and school climate, and TPF's strategic plan. The purpose of the presentation was "to give the Board of Education and the county employees an update as to the milestones that have been achieved and the progress that we have been making" (*Id.* at 112.) Mr. Queen, Ms. Cash, and multiple other TPF Board members, along with Mr. Shackelford, Ms. Peterson, and Jeff Lund were all going to be giving the presentation.

Mr. Shackelford testified that Ms. Saunders refused to allow TPF to make a presentation at the Site Visit, stating that they did not have time for that and there was something else the Site Visit Team was going to do and, unlike prior Site Visits, he was required to be interviewed separately. In addition, to his knowledge, the Site Visit Team did not visit classrooms.

About the condition of the Trinity Church facility, Mr. Shackelford testified that he took maintenance steps over the last few years as quickly as possible when issues were brought to his

⁴⁰ It was not made clear if subsequent newsletters went out.

attention. Regarding complaints that property was being used or damaged by external groups who used the Trinity Church site, Mr. Shackelford testified that he spoke to the pastor about it and arrangements were made for a custodian to re-arrange any disturbed classroom and others cleaned.

With regard to finding another facility, Mr. Shackelford testified that TPF looked at over fifty buildings over the years, including Greenbelt Middle School and Berkshire Elementary, which subsequently became unavailable, and two recently in March or April 2019 located in nearby Bowie and Lanham, which were still under consideration when the non-renewal occurred. According to Mr. Shackelford, he worked with Sam Stefanelli, Director of Building Services, PGCPs, year after year, during the process of trying to find a new site.

Mr. Shackelford complained that having less than a five-year Charter Agreement made it difficult to get bond financing for purchasing a building. In addition, a “[l]ease[] could probably be had, but. . . it’s not advantageous to move all those students. . . to a place on a three-year lease. It’s better if you had a five-year lease. So we’re kind of like pigeon hole. It’s like a catch 22. . . .” (*Id.* at 59.)

Mr. Shackelford testified about numerous alleged obstacles to relocating to Middleton Valley: TPF never received a lease from PGCPs in order to be able to go over costs and amounts, and the TPA Principal said the building was too small. In addition, Mr. Shackelford observed stains and moisture on ceiling tiles, the principal and teachers told him people were getting sick from the building, and he believed there were asbestos wrapped pipes. Mr. Shackelford arranged for private inspections, but PGCPs indicated that it would handle inspections. He asked for, but never received, reports relating to potential environmental hazards.

Meanwhile, Mr. Shackelford felt pressure from County Board member Ed Burroughs to move to Middleton Valley during the 2018-2019 school year. According to Mr. Shackelford, on March 2019, Mr. Burroughs told him, “[I]f your Board can’t make a decision to move to Middleton Valley, then I’ll just get rid of your board.” (*Id.* at 149.)

Nonetheless, the TPF Board met with teachers, staff, and parents to discuss the possible move to Middleton Valley and, according to Mr. Shackelford, overwhelmingly, parents did not want to move. He also heard from some teachers during the 2018-2019 school year that they did not want to move to Middleton Valley because it was too far of a drive. Because it did not feel that Dr. Reese’s Climate Survey was sufficient, TPF sent out another survey to parents and teachers about the move,⁴¹ and the results showed that the majority did not want to move. In addition, Middleton Valley was set up for only around 300 people, much less than the projected enrollment for when a twelfth grade was added. Even at current enrollment, TPF would have to continue to use temporary trailers. According to Mr. Shackelford, the TPF Board ultimately (he believed in May 2019) voted not to relocate to Middleton Valley. (*Id.* at 150.)

Mr. Shackelford testified that TPF applied for an MSDE grant during the 2018-2019 school year, but was told during a second level interview by an MSDE representative that because the charter had not been renewed, “we can’t issue a grant to a school that’s [in flux] like that.” (*Id.* at 148.) He testified that the County Board’s failure to reimburse TPA for the transportation costs it was owed was “critical” and meant that TPA “couldn’t do what we wanted to do financially goal wise because we just didn’t have the funds” to do so. (*Id.* at 58.) He further testified that other than a start-up grant from the MSDE, TPF never obtained any other grant funds or funding.

⁴¹ The survey was not admitted into evidence.

Mr. Shackelford testified that he communicated to the Site Visit Team in March 2019 that the County Board had failed to fund TPA the eighty percent of the student allotment by July 1st of every calendar year as it was required to do under the Charter Agreement, and he also contacted the County Board Chief Financial Officer. Mr. Shackelford argued that not having the full disbursement owed to TPA resulted in financial difficulties: “We had to liquidate our savings and get loans to cover all of our financial obligations.” (*Id.*, Tr. vol. 3, at 558 (Nov. 13, 2019).) Mr. Shackelford further testified with regard to his belief that PGCPS delayed in paying out funding owed to TPF and unlawfully refused to pay for TPA’s transportation costs. He believed his repeated requests in that regard was an underlying reason for non-renewal.

Mr. Shackelford referred to a March 1, 2018 letter to TPA parents from Loretta White, Charter School Liaison, PGCPS Charter School Office, advising that PGCPS was recommending to the County Board that TPF’s Charter Agreement not be renewed. Mr. Shackelford emphasized that this letter was sent before any formal action had been taken by the County Board to non-renew TPF’s Charter Agreement. In addition, Ms. White stated at a meeting for parents and teachers during the 2017-2018 school year that no new students would be accepted for the lottery process for the 2018-2019 school year. Mr. Shackelford asserted that TPA had over 600 students during the 2017-2018 school year but enrollment decreased for the 2018-2019 school year “when . . . [the County Board] . . . started their process.” (*Id.*, Tr. vol. 1, at 39.)

Mr. Shackelford further testified that Ms. White would visit TPA occasionally unannounced, which he believed was in violation of the Charter Agreement.

Mr. Shackelford testified that he first learned that TPF’s Charter Agreement was not going to be renewed at the April 25, 2019 County Board meeting (first reader) when he saw the Board Action Summary for that meeting. Prior to that, he had been given no explanation or reason as to why the Charter School Office was recommending non-renewal.

Opeyemi Ajakaye, TPA Parent, testified that he has been a TPA parent for five years. He enrolled his children in TPA because of the school's emphasis on character, and he bought a house ten minutes from the school so that his children could attend TPA. Mr. Ajakaye also testified that he attended a County Board meeting in the Spring of 2018 and made a presentation and sent emails to County Board members to plead with them not to close the school. I otherwise found his testimony vague and not helpful.

I considered Ms. Peterson's testimony as to what she heard or saw (if a proper foundation was laid) for purposes of comparison to the factual testimony of other witnesses. I did not otherwise place much weight on her testimony. She presented as very eager to defend Mr. Shackelford and TPF. She spoke rapidly, frequently went off on tangents when answering questions, and trailed away at the end of her sentences. Ms. Peterson had not been a member of the TPF Board for many years; other than her status as a founder, parent, and financial advisor/bookkeeper, her relationship with TPF was cloudy. It was never explained why she and/or TPF felt that the Site Team or the Charter School Office had any obligation to work with her or provide her with information. Furthermore, she provided no details to show that she has educational or employment experience to qualify her to speak to the adequacy of the PGCPs's evaluation process or the adequacy of TPF's governance and facility oversight.

Ms. Peterson substantially confirmed Mr. Shackelford's testimony about efforts and progress made and what took place at the time of the Site Visit.

Ms. Peterson believed that after PGCPs met with parents and teachers in Spring 2018, the TPF's Board's relationship with them changed—it was less amicable and certain disgruntled individuals became emboldened. Teachers felt like they were hearing about issues “out of the blue.” (Test. Peterson, Tr. vol. 2, at 272 (Nov. 5, 2019).)

According to Ms. Peterson, TPF had hired different grant writers in the past when TPF had “gone after” MSDE grants. TPF also had obtained smaller grants in the past for such things as physical education equipment. (*Id.*, Tr. vol. 3, at 469.)

TPF submitted into evidence an Affidavit from Jeffrey Lund, former Character Performance Learning Consultant, Hyde (2012-2019). He is currently employed as an educational consultant serving Charter Schools and Public Schools. Mr. Lund corroborated Mr. Shackelford’s testimony about work Hyde had done with TPF during the 2018-2019 school year relating to governance, including assisting with the preparation of a professional development plan; providing training to new TPF Board members as to the Hyde model and their role as Board members: working with Mr. Shackelford, Ms. Peterson, and the TPF Board to develop the Executive Director evaluation form; attending TPF Board recruitment meetings; conducting professional development training for TPA staff; and attending the February 9, 2019 retreat. Mr. Lund also worked one-on-one with Mr. Shackelford during the 2018-2019 school year to assist him with his personal professional development goals and those of the school, and he worked with him to establish TPF Board member assignments. He believed that by March 2019, TPF Board members had made tremendous progress in working to realize its eight broad goals.

Mr. Lund also averred that two TPF Board members and Mr. Shackelford “were working on implementing with School Leadership for the 2nd semester of the 2018-2019 school year, . . . a plan . . . for the students to share their goals with their parents . . . [and] [t]his plan was just getting off the ground at the time the [County Board] voted not to renew” (*Id.* at 7.)

I placed weight on Mr. Lund’s averments about what he observed and the efforts TPF made during the 2018-2019 school year; however, Mr. Lund’s Affidavit did not contain sufficient information to conclude that the assistance provided by him/Hyde to TPF was what TPF needed to adequately address its governance issues. Mr. Lund’s Affidavit does not include

details about his professional experience or educational background showing that he was qualified to assist TPF specifically with developing and assisting with the implementation of a professional development plan, or working with TPF on governance, including training TPF Board members in that regard. In addition, no foundation was laid for his conclusion that TPF “had a list of approximately eight facilities that they were actively looking into as possible new locations.” (*Id.*)

Former TPF Board Chair Vincent Queen indicated in his Affidavit that he is employed as a Branch Manager for Freedom Mortgage Corporation. He corroborated some of Mr. Shackelford’s testimony about efforts and progress made during the 2018-2019 school year. In addition, Mr. Queen averred that he and Mr. Shackelford regularly discussed possible new facilities, including Middleton Valley. According to Mr. Queen, “[a]round February 2019, Ms. Green put together a list of 10 potential sites for a new facility, and the [TPF] Board, with Mr. Shackelford, was in the process of exploring those sites as possible options.” (*Id.* at 3.)

Mr. Queen averred that Ms. Saunders informed the TPF Board on April 11, 2019 that her office was going to be recommending non-renewal and did not provide any reason or explanation for that decision.

Mr. Queens’s Affidavit indicates that he submitted to the County Board an April 23, 2019⁴² Memorandum, providing additional information.⁴³ Finally, Mr. Queen asserted in his Affidavit that because TPF had not received the 2019 Site Visit Report or any explanation from the Charter School Office prior to the County Board’s April 25, 2019 meeting, it did not have an opportunity to respond to any findings or reasoning by the Charter School Office for why it was recommending non-renewal.

⁴² The Memorandum is incorrectly dated 2018.

⁴³ This included an overview of TPF’s current status and significant actions taken, a rebuttal of the March 2018 Charter Office recommendation for non-renewal, and a copy of the revised Charter Renewal application, as well as multiple other documents.

County Board

Elizabeth Saunders, Instructional Director, PGCPs Charter School Office, has a degree in elementary education from Howard University and a Masters in Curriculum and Instruction from McDaniel College. She holds an administrative certification and teachers license. She has completed two boot camps for the National Association of Charter School Authorizers, i.e., a series of online courses involving presentations by guest charter school authorizers on the process of evaluating charter schools. In the past, she has taught and been Assistant Principal, then Principal, in PGCPs schools. In 2011, Ms. Saunders became an Instructional Director (supervisor of Principals) for a cluster of Principals of PGCPs schools, as well as three charter schools in the district, including TPA. In 2017, she became a specialist in the PGCPs Office of Continuous Systemic Improvement (OCSI) where her job assignments included providing support for an instructional director for a cluster of schools. In August 2018, she became the Instructional Director of Charter Schools, PGCPs Charter School Office. At that time, the office consisted of one other person, Loretta White, who remained in her position as Charter School Liaison.

Ms. Saunders testified that her role as Instructional Director of Charter Schools was to supervise the monitoring and accountability of charter schools, Ms. White, and thirteen charter school principals. Ms. White's role continued to be monitoring the authorization process in charter schools.

On cross-examination, Ms. Saunders was led through each condition of the one-year conditional renewal. Except for the submission of a professional development plan, she did not deny the other conditions were met. However, according to Ms. Saunders, a professional development plan submitted by TPF on March 27, 2019 did not meet the related condition in the one-year conditional renewal because some of the stated objectives and strategies related to the

Principal's role rather than the role of the TPF Board and because objectives were not measurable—the plan had no timelines or baseline dates. To Ms. Saunders, this was further evidence that the TPF Board lacked understanding of its governance role.

When asked on cross-examination if she ever provided feedback or comments to TPF regarding the professional development plan it submitted on August 1, 2018, Ms. Saunders testified that she talked to Mr. Shackelford and Ms. Clomax at the beginning of the 2018-2019 school year about some things in the plan not being measurable, e.g., a part devoted to “can do attitude.” (Test. Saunders, Tr. vol. 5, at 1070 (Dec. 3, 2019).) However, in response to a later question, “[A]t no time did you discuss or raise any issues of any deficiencies with the professional development plan that had been submitted. Isn't that correct?”⁴⁴ Ms. Saunders answered that she did not, and she was not aware of anyone on the County Board doing so. She contended that in any event, the conditions were not fully implemented.

Ms. Saunders described the process the Charter School Office follows in general for evaluations of charter schools. *See* Finding of Fact 16, 18. She testified that when deciding whether to recommend renewal, in addition to considering whether compliance with the conditions of the conditional charter had been complied with, her office looked at the entire history of the TPA operation, including the financial, operational and academics pieces.

Ms. Saunders testified that prior to the Site Visit, she sent an email request to TPF asking for the following specific things: a copy of the Executive Director's 2017-2018 evaluation; for TPF to resubmit its most recent renewal application; evidence that they had held or were going to hold two financial workshops, one for parents and one for teachers; and that the TPF Board be

⁴⁴ *Id.* at 1101-02.

present for the Site Visit interviews. She explained that she did not ask TPF to redo its renewal application since they had just done it. (*Id.*, Tr. vol. 2, at 376-77.)

Ms. Saunders testified that after a review of data it already had, the Site Visit Team did not have concerns about academics, etc.; however, the records relating to prior renewal decisions (including the 2018 one-year conditional renewal) showed that governance issues and facility issues were recurring. Ms. Saunders testified:

[T]he 2018-2019 schoolyear was a little bit unique, because the [June 2018 Board of Action Summary indicated that the] primary concern of our authorizers — the . . . County Board . . . was leadership and governance. And so the site visit had to focus on that area of concern. So the site visit did not include content area experts [as in the past] because we were not doing classroom visits. We were going to do the site visit and we were going to have an interview with a focus on leadership and governance.

(*Id.* at 376.)

Ms. Saunders testified that on March 14, 2019, she sent an email to the TPF Board, Mr. Shackelford, and the TPA Principal and Vice-Principal, attaching an agenda for the March 18, 2019 Site Visit indicating that the focus was governance, and who was going to be interviewed and at what time. Some, but not all, TPF Board members showed up for the March 2019 Site Visit. Mr. Shackelford, Mr. Lund, and Ms. Peterson also came. According to Ms. Saunders, they wanted a presentation to be done by Mr. Lund and Ms. Peterson, but she did not allow it because it was not on the agenda. When Ms. Saunders asked what the presentation was about, Mr. Lund and Ms. Peterson said it was about the progress TPF was making. Ms. Saunders advised them that the answers to the prepared questions for the Board interview would provide plenty of evidence in that regard.

Ms. Saunders testified that she subsequently received and reviewed the presentation prepared by TPF, but that it did not change the recommendation of the Site Visit Team.

According to Ms. Saunders, non-Board members were not permitted to attend the governing board interview portion of the Site Visit because⁴⁵:

The purpose of [the] Governing Board interview was to find out and hear directly from the Governing Board themselves about the successes that they were having, the challenges that they were having. We wanted to hear from them how they were organized [for] collaborative work. We wanted to hear authenticity from . . . those that led committees, what significant and important were they doing in those committees. And it was very important for us to see how the Board interacted with one another and their engagement. And so the best way for us to do that [was] to have some carefully constructed questions . . . about the progress they made. . . . We wanted to hear from [new Board members] and how they had been onboarded.

(*Id.* at 390-91, 393.)

Ms. Saunders testified as to the results of the Site Visit. *See* Findings of Fact 74, 75, 77, 79, 80, 81. She went through each Interview section, emphasizing particular concerns, starting with the results of the Governing Board Interview. According to Ms. Saunders, Chairperson Queen's inability to state the mission of record for TPF and his failure to demonstrate essential knowledge of the school was particularly concerning because of the role a chairperson has with regard to leading and governance—the exact areas about which the County Board was concerned. She was interested in Mr. Queen's individual knowledge in that regard.

Ms. Saunders testified that the lack of clarity demonstrated by TPF Board members being interviewed about how they were going to run the school if the disbursement of funds being disputed by PGCPS did not occur raised a concern that the TPF Board was unclear about its responsibility of ensuring that there was financial sufficiency to sustain the school.

Ms. Saunders testified that most TPF Board members interviewed said that even though they were the head of a committee, it had not started yet. Nor could they speak to the work that the committee was going to do. “And this was a school that had received this Board Action

⁴⁵ Mr. Shackelford was interviewed separately later.

Summary the previous year. So, by March there was time that they could have begun some of these things and moved them beyond in process.” (*Id.* at 399.)

When asked what they were able to use from the results of the Climate Survey, TPF Board members indicated it was not helpful, they were unable to use it, and they were in the process of giving their own survey.

Ms. Saunders further testified that the final 2017-2018 evaluation for Mr. Shackelford showed that he had not been fully evaluated. Furthermore, in 2017-2018, Mr. Shackelford was rated “Developing”⁴⁶ in four out of six areas. Ms. Saunders testified that considering how long Mr. Shackelford had been Executive Director, he should have been on some sort of growth plan or professional development plan and meeting frequently with the TPF Board to measure progress in his duties.

Ms. Saunders emphasized that there was also limited evidence that grants had been actively sought by TPF since 2006. When asked at the Site Visit if they ever wrote grants since the period of inception when they had three-year renewals, the response of the TPF Board members was negative. She testified that “[p]art of a . . . successful functioning charter school board would be a committee, or . . . subgroup that would be working on securing fundraising opportunities and grants. . . . [B]ecause financial sustainability is always very important. . . . [I]f you want to actually execute your vision.” (*Id.* at 407.)

Ms. Saunders testified that it is best practice for staff to know who is on the governing board, yet the current TPF Board had not been formally introduced to the staff.

⁴⁶ “Developing” is defined in the evaluation document as “Periodically fails to meet expectations associated with assigned tasks, target goals, or professional competencies . . . Performance is less than adequate on a periodic or frequent basis – the Executive Director may be developing within the position, but needs to improve to be considered proficient.” (Bd. Ex. 11; *see also* Test. Saunders, Tr. vol. 2, at 413-14.)

Ms. Saunders then emphasized certain of the results of the Administrative Team Interview.⁴⁷ Ms. Saunders testified that the TPA Principal indicated that she felt like she was doing a lot of the work that an Executive Director would do and some of the work that the TPF Board would do in setting the vision and determining the course.

With regard to the results of the Executive Director Interview, Ms. Saunders indicated that the Site Visit Team determined that Mr. Shackelford provided misleading information regarding his participation in collaborative planning and leadership meetings with staff because his response to questions in that regard was in direct conflict with the report of staff. The Site Team also determined that the Executive Director was not aware of the substance or value of the program TPA was using to meet their academic achievement with the State assessment system. When the Site Visit Team asked Mr. Shackelford about how he was collaborating with the Principal (i.e., communicating and organizing himself to work with her) he commented that he did not think the tests were very good. Mr. Shackelford presented no options to address the assessment program's alleged shortcomings.

Ms. Saunders testified that the concerns regarding implementation around governance and operational issues were the same types of concerns raised earlier in prior site visit reports as early as 2013 and moving forward to 2019.

According to Ms. Saunders, the TPF Board's inability to make a decision on relocating was evidence of their lack of leadership and governance. Ms. Saunders testified that Mr. Burroughs' involvement in the facility search, if any, had no impact on the recommendation not to renew.

According to Ms. Saunders, the Site Visit report was prepared prior to April 3, 2019 but not finalized until approximately midway between the Site Visit and April 26, 2019. She

⁴⁷ Ms. Saunders recalled the Administrative Team as including Rhonda Clomax, Principal, and T. Lewis, Assistant Principal. Other witnesses indicated one or two more administrators participated.

attributed the timing to the decision to do the building walkthrough on April 1, 2019 and to wait for Mr. Shackelford to bring her a binder he wanted to give her (the revised renewal application), which he provided on or about March 27-28, 2019. (TPF Ex. 9.) After she received the binder, she added one paragraph relating to waivers and then her supervisor had to review the Report. Ms. Saunders admitted that she did not provide the Site Visit Report to TPF until April 26, 2019 (the day after the first reader).

Ms. Saunders believed that a Board Action Summary was posted and given to the public prior to the April 25, 2019 County Board first reader and that the Site Visit Report would have been published then. She emphasized that, in any event, during the second reader on May 9, 2019, members of the public, including the TPF Board, could sign up to speak and present information relating to the recommendation. TPF Board Chairperson Vincent Queen and another TPF Board member spoke, as well as Ms. Peterson and her husband; Mr. Lund; a TPA parent; and a TPA teacher (Jerlys Stewart).

Ms. Saunders acknowledged that TPA received a four-star rating out of five in December 2018 on the Maryland State Accountability Framework and was meeting academic targets. She re-asserted, however, that academics were not the direct focus of the Site Visit. Rather, based on the Site Visit, she was not convinced that the TPF Board had a part in TPA's academic progress.

On cross-examination, Ms. Saunders acknowledged that her first overall charter school responsibility, where she oversaw the whole charter school operation, began in August 2018. Nonetheless, I place weight on her testimony. She had previously supervised principals of charter schools and participated in Site Visit Teams, including TPA, was very knowledgeable about the renewal process, and familiar with the specific facts in this case.

David Reese, Jr., Ph.D., National Leadership Facilitator, New York City Leadership Academy (former Executive Director of the OCSI), testified with regard to his employment

history relating to creating surveys, getting data, extracting relevant information from surveys, and presenting that information to different groups in ways they could make decisions based on it.

Dr. Reese testified that the purpose of the Climate Survey was to learn more information or glean information about facility concerns and the TPA climate, including facility concerns, culture and climate, and governance. He was introduced to TPF representatives in early October 2018 and then created a draft of questions for the survey that were shared with PGPCS and TPF for input.

The survey was broken up into two different sections, one for parents and families and one for TPA staff. At Ms. Peterson's request, Dr. Reese added questions to the staff survey relating to perceptions about Hyde; however, by the time she gave that feedback, it was too late to add such questions to the parent survey.

Responses to specific questions were converted to percentages for each possible response. After each major topical section, the respondents had the opportunity to write additional information they wanted to share, so quantitative and qualitative data collected could be considered. Dr. Reese defined the latter as "a data set where there is no numeric number attached to the data. Our qualitative data could show up in the form of pictures, words, and data that you have to interpret beyond numbers. So, the qualitative responses are the responses where people have free response to write whatever came to their minds." (Test. Reese, Tr. Vol. 3, at 620.)

Specifically, with regard to governance, Dr. Reese wanted to establish the extent to which people understood that the governance structure of TPA existed and what it looked like. Other questions were intended to elicit an understanding of how respondents perceived the governance of the TPF Board versus the school administrators. In addition, questions were posed in the

survey relating to parent involvement in TPF Board meetings, communication from the TPF Board, parents' understanding of the role of the TPF Board, and how effective the TPF Board was at communicating transparently. There were also questions designed to get feedback about the TPA facility.

Dr. Reese presented the "high-level findings of the climate survey" at the February 9, 2019 TPF Board retreat but the entire survey results were not ready to be presented. (*Id.* at 644.) He testified that he was able to have conversations at the retreat with the TPF Board about "how they might begin addressing some of those issues" raised in the surveys and that "[t]here was some dialogue" about the high-level findings. (*Id.* at 645.) Dr. Reese believed that within a week after the February 9, 2019 retreat, he forwarded the full results of the survey to TPF.

Gwendolyn Bryant, Ph.D., Independent Consultant, has a Masters in Diagnostic/Prescriptive Teaching in Special Education and a doctorate in Educational Administration and Policy and a doctorate in Educational Administration and Policy from George Washington University, as well as a master's in special education for Students with Learning Disabilities from University of Maryland. She holds certification in educational administration in the District of Columbia.

Dr. Bryant's professional experience, spanning 1985 to present, includes in relevant part, employment as an instructional supervisor (K-12) and project director for school-based management where she was responsible for helping identified schools to look broadly at their school performance, involving all stakeholders in the school community with critiquing for improvement, identifying areas related to school climate, parent participation, and school leadership—"[a]ny aspect that the stakeholders saw as needing improvement, we would collect data on that, disaggregate that data and prepare plans for improvement." (Test. Bryant, Tr. vol. 4, at 716 (Nov. 14, 2019).) She was subsequently Principal, and then Divisional Assistant

Superintendent, D.C. Public Schools (until retiring from that position in 2003). From June 2012 to June 2014, Dr. Bryant was a Race to the Top Consultant for IDEAL Public Charter School where her responsibilities included designing, organizing, and coordinating a school-wide program including data collection, professional development, and progress monitoring for school improvement. She has been an Educational Consultant for the DC Public Charter School Board since 2004, where she has served as team leader to assess the effectiveness of charter school programs in areas that include School Climate and Governance and Management; she has served as a coach on teams for site reviews and conducted charter application reviews. Dr. Bryant has had concentrated training in school reform, including training involving leading schools and school districts in reform and looking at all aspects of school operations and functioning and analyzing for improvement.

Dr. Bryant has acted as an external consultant for PGCPSS from October 2004 to the present, conducting school-based site visits and school assessments to evaluate the performance of the county's public charter schools to inform decisions for reauthorization of charters (including in the areas of board governance and operations). She has provided comprehensive review and analysis of new charter school applications, including participation as a Peer Reviewer to give input into a decision to approve or deny the establishment of new charter schools. Dr. Bryant testified that she has served on the review team for all CMIT⁴⁸ charter schools and for the four Imagine schools in Prince George's County,⁴⁹ including reviews for renewals of charters. She testified additionally that as she worked with PGCPSS in every assignment, she went through training to prepare for the work.

⁴⁸ Chesapeake Math and IT.

⁴⁹ Imagine is a national group of public charter schools.

Based on her qualifications, Dr. Bryant, who sat through each day of the hearing, was accepted as an expert witness in charter school governance, management, and oversight by the governing board.

Dr. Bryant testified that PGCPs Site Visits and Reports are generally done annually. With regard to the evaluation process for Site Visit Reports, Dr. Bryant testified that generally, the rubric used by Site Teams in which she has participated was as follows: a team is organized to look at several areas of a rubric that has listed criteria. Those areas include governance and management, as well as other areas. The PGCPs organizes a day to speak with the school administrator to ask certain question about school goals, focus, and improvement initiatives and meet with students and parents and board representatives, as well as teacher groups. Data is collected from the different stakeholder groups and triangulated to look for trends and make judgments as to the credibility of the data based on what was heard across the different groups.

Specifically, with regard to governance, there are certain basic expectations and the Site Visit group determines if certain expectations are being met. In addition to asking questions about the governing board's operations, progress toward identified goals, planning processes and self-evaluation, the team looks at documents from the board, then makes a rating dependent upon the results. The team always looks at the performance of the school in the previous visit to see what changes have been made and how the recommendations were used for improvement.

Specifically, with regard to TPF, Dr. Bryant testified that she was involved in annual Site Visits beginning in 2016. As a team member in 2016, she was responsible for conducting interviews and "participating in the writing of the report." (*Id.* at 764.) In preparation, the team looked at the April 2015 Site Visit Report in order to assess what changes had been made since then by TPF and how the recommendations had been used for improvement. Two indicators were used: (1) Leadership and Governance, and (2) Curriculum and Instruction. The findings for

both indicators in 2015 was “Not Evident,” which Dr. Bryant explained meant “there is little or no evidence that the board in this case has fulfilled the expectations in this area.” (*Id.* at 774.) The evaluation tool also included areas of strength and challenge as to both indicators. Dr. Bryant noted that areas of challenge indicated, among other things, “Executive Director reported that there is no ongoing and comprehensive plan for annual board trainings and evaluations that include internal and external review.” (Bd. Ex. 5, at 12.) She testified, “This was viewed as an area that we would want to see in place in the subsequent year” (Test. Bryant, at 776.) Other areas of challenge in 2015 were: (1) “When asked, the Executive Director was unable to describe the Boards’ committee or task force structure used to provide oversight of key instructional and operational domains When asked, the Executive Director was unable to identify the information the Board uses to measure school performance.” (2) “When asked, the Executive Director was unable to articulate a set of clear goals and actions resulting from relevant and realistic strategic planning.” (Bd. Ex. 5, at 13.) Dr. Bryant testified that “the overall outcome is that the . . . governance board and executive director had not provided leadership and worked sufficiently with the school leader to oversee the governance aspect of the school.” (Test. Bryant, at 775.)

Dr. Bryant testified that in evaluating the effectiveness of governance, management, and oversight structures (organizational performance) in 2016, the team focused on the criteria factors of strategic planning, committee structure and committee operations, board evaluations, executive director evaluation, and organization and effectiveness of governance leadership. As in 2015, the Report provided areas of strengths and weaknesses or concerns and recommendations. Five rating columns (“Not Meeting,” “Approaching,” “Meeting,” and “Exceeding”) were listed on the document. The ratings in the 2015 report were slightly different from those used in 2016, but according to Dr. Bryant, used the same definitional concept.

Dr. Bryant testified that TPF was rated in three of the criteria as “Not Meeting,” defined as “[p]erforming below the indicator. Essential elements of the indicator are not evident in the school policies or practices. This rating is recommended as a priority action for improvement.” (Bd. Ex. 6; *see also* Test. Bryant, at 785.) The TPF Board could not articulate any of the charter school’s goals for the year. The TPF Board was also not “[ensuring] that the total organization was effective in achieving the mission and efficient in using resources, including evaluating its success as a board, evaluating its performance in fulfilling its responsibilities.” (Bd. Ex. 6, at 8.)

In 2016, TPF was also rated “Not Meeting” with regard to the following criteria: “CMO/Board provides adequate oversight in the school’s work to deliver the curriculum, instruction on a regular basis, and provides adequate support and feedback to school leader to improve instruction.” (*Id.*) Dr. Bryant testified that the Team could not see that there was any regular pattern of two-way communication “where the board is regularly in dialogue with the school leadership about progress towards the achievement of academic goals. That often would occur in board meetings where the school leadership is regularly presenting school data in the . . . governance meeting.” (Test. Bryant, at 788.)

Dr. Bryant also pointed some areas of challenge identified in the 2016 Report: “[T]here are no formal structured partnerships.” (Bd. Ex. 6, at 9.) Dr. Bryant testified that “[i]t is expected that the board would work very, very hard to bring in a different additional . . . monetary resources.” (Test. Bryant, at 790.)

Another area of challenge in 2016 was “[s]taff indicated that they would like to see more often Board members present at school events.” (Bd. Ex. 6, at 9.) Dr. Bryant testified that “it’s expected that the board would be available and visible for the staff. . . . [T]he school leadership and staff will hold the board accountable for the trust building relationship that takes place. . . . [I]f there is not that reciprocal relationship where the staff feels that the board is addressing their

needs, their goals, then there's going to be a breakdown in effectiveness." (Test. Bryant, at 795.)

Dr. Bryant emphasized that the Board should introduce themselves and be responsive to participating in whatever school events are taking place. "School staff feels validated when board members appear at school functions and show concern and responsiveness to the activities that take place with the staff." (*Id.* at 796.)

Dr. Bryant testified that governance and curriculum and instruction remained part of the evaluation process in 2017. She testified the 2017 Site Visit was unusual in that only one board member appeared to be interviewed so the Site Visit Team had to rely on documents to make its judgments. The rating for the criteria relating to a statement of mission and purpose increased from "Not Meeting" in 2016 to "Meeting" ("Charter School is meeting the entire indicator. All elements are reflected in the school's policies and procedures and no further actions are needed at this time") in 2017. (Bd. Ex. 7.)

However, the criteria relating to adequate oversight in the school's work to deliver the curriculum, etc., remained at "Not Meeting." Documentation lacked board minutes that showed presentation of school data, i.e., information from the school leadership at board meetings relating to student progress, or meetings between the leadership and the board. In addition, the criteria relating to a two-way communication system with school leaders declined from "Meeting" to "Approaching," defined as "[m]eeting the majority but not the entire indicator. Some elements are evident in the school policies and practices but require further development. This rating is a recommended action item for school improvement." (Bd. Exs. 6, 7.) And the criteria "Board enhances the image of the school and its mission through communication with the local community, broader public and the media" declined from "Approaching" in 2016 to "Not Meeting" in 2017. (Bd. Ex. 6, at 8; Bd. Ex. 7.) Dr. Bryant explained, "[W]e're looking for activity that the board has spearheaded to engage the community. When that happens, then you

build the kind of . . . constituency that leads to focus on the . . . school mission. So, we did not see that kind of evidence of those kinds of board activities.” (Test. Bryant, at 804.)

Also declining from “Approaching” to “Not Meeting” in 2017 was the criteria: “Board bases its yearly goals on self-assessment and plan a new trustee orientation as well as ongoing education for returning members.” (Bd. Ex. 6, at 8; Bd. Ex. 7.)

The noted areas of challenge in 2017 included: “A review of documents indicated that the Strategic Plan for the Board does not contain any goals and an objective assessment for the Board.” (Bd. Ex. 7.) Dr. Bryant explained: “[T]he board minutes were sketchy, and they really didn’t speak to board accomplishments . . . [or] the identification of goals . . . and activities related to those goals.” (Test. Bryant, at 804-05.) She further testified, “[W]e did not see . . . any evidence of . . . planning . . . [or] . . . evidence of how they were connecting Hyde with school improvement. . . . [W]e just didn’t see how they were using the Hyde model and combining it with the school goals in order to document that there is success.” (*Id.* at 805.) Furthermore, there was no documentation as to who leading committees and the activity of the committees was, despite the concerns raised in the 2016 Site Report relating to formal committee structure.

Generally, Dr. Bryant testified that the Site Visit Team was seeing declining performance in the following areas: “[s]trategic planning, committee structure and organization, and certainly planning, collaboration, and monitoring of the board’s work with the school leadership around curriculum and instruction.” (*Id.* at 808.)

It was Dr. Bryant’s opinion that the evaluation tool used in 2015 in the area of governance, management, and oversight was reasonable and provided a lot of latitude and autonomy in how the TPF Board could act on the recommendations. According to her, the 2016 and 2017 evaluation tool was substantially the same.

On cross-examination, Dr. Bryant acknowledged that the 2019 Site Visit did not use the evaluation instrument that had been used in the past for TPF or other charter schools, focusing only on governance. “[T]his was not a full-blown site visit. This site visit was deliberately set up to address governance and . . . management area only. . . . [Because] by this time, the [County Board] had issued a limited renewal . . . and this is one of the areas of concern.” (*Id.* at 816.) Because of that limited scope, the Site Visit Team interviewed only the governing board, the Executive Director, teachers, and the administrative team.

Dr. Bryant admitted that she never before authored a Site Visit Report that dealt solely with examining the effectiveness or performance of the governing board of a public charter school. (*Id.* at 744.) She testified, however, that the indicators and the elements of government looked at were the same.

Dr. Bryant acknowledged that the Site Visit was also different because the Site Visit Team consisted of a smaller number of people but indicated that group was equivalent to a subgroup on governance, as had participated in prior years.

Based on her experience conducting such interviews, it was clear to Dr. Bryant that the relationship between the school leadership/staff and the executive director/Board had declined. She attributed much of that to disappointment over the facility expressed during the school leadership/staff interviews.⁵⁰

Dr. Bryant testified that it is the practice that a charter school can have the opportunity to respond to the findings of a Site Visit Report.

⁵⁰ Dr. Bryant testified that her testimony about the comments made by the entire administrative and instructional team expressing disappointment in the length of time it had taken to secure a building had to do with poor communication, i.e., timely and regular feedback to the school community to make them aware of any efforts and challenges. She agreed that she was not expressing expert opinions about the issue of securing an appropriate facility, or funding to lease or purchase or build a new facility.

With regard to partnerships/grants, Dr. Bryant testified she was aware TPF applied for and had been denied an MSDE grant in 2019 but testified that the Site Team's concern was TPF's long-standing lack of effort with regard to obtaining grants.

Dr. Bryant acknowledged that, as testified to by Ms. Peterson, in the past, TPA staff had complained about TPF Board members being present in the school but said that had to do with the nature of the Board's involvement—school staff always encouraged and appreciated their presence in the school. She acknowledged the staff's perspective differed from that of TPF Board members and Mr. Shackelford's about the latter's presence at school functions and that there was no follow-up looking at specific events to determine which was accurate.

With regard to the frequency with which the TPF Board received information on academic progress, Dr. Bryant testified:

In my experience of working with governance groups of various kinds and various school districts, I am aware that probably the most significant part of the . . . governance meeting is the administration's presentation of academic progress because that's . . . why everybody is there and the Board is aware that the demise of the school could possibly be tied to the lack of academic performance, particularly growth over time. So, the school leaders' education report, it's my experience, is usually a standing part of the governance board meeting. So, when that is not in place on a consistent basis . . . that leads to the question as to why not.

(*Id.* at 1017-18.)

Dr. Bryant further testified about the practice of sharing Site Visit Report results:

Q. And, as far as giving the Turning Point Academy an opportunity to see these comments in writing and to respond to them . . . you're not aware of any opportunity that was ever afforded to them as well, isn't that right?

A. I'm only aware that it is the practice that the school has an opportunity to respond.

Q. And, the reason that the school has an opportunity to respond is that if there are things in the evaluation that their statements are not recorded accurately, or there's observations that are not correct or need tweaking, that the school in all . . . fairness, has a right to respond, correct?

A. That's right.

(*Id.* Tr. vol. 4, at 847-48.)

Finally, as discussed in greater detail below, Dr. Bryant testified as to the standard of care regarding oversight and governance that applies for a charter school governing board and further testified that it was her opinion that standard of care was not being met by the TPF Board at the time of the 2015, 2016, 2017, and 2019 Visit Reports.

Samuel Stefanelli, Director of Building Services, PGCPS, testified that he was hired by PGCPS in 1992, eventually being promoted to Assistant Director and then Director of Building Services. He testified that his department has the responsibility to inspect facilities, train employees, and ensure facilities are compliant with all federal, state, and local agencies. In addition to operations and maintenance, his department is involved with capital improvements, i.e., the building of new schools and improvements and additions to existing buildings. His primary supervisory responsibility is “[t]o ensure that [PGCPS has] a safe learning environment for students We inspect to make sure that . . . we meet the fire codes . . . [and] environmental issues. We make sure that the buildings are safe and healthy for the students.” (Test. Stefanelli, Tr. vol. 6, at 1199-1200 (Dec. 5, 2019).) He testified that charter schools not located in a PGCPS facility have the responsibility for maintenance of a private facility.

Mr. Stefanelli testified that individuals from his department whom he supervises (the facility coordinator, director of maintenance, environmental officer, and safety officer) participated in the walk-through of TPA on April 1, 2019, as well as a representative from the capital improvements office. That involves a walk through the entire facility, including the grounds and any temporary facilities, to make sure that it meets code and is safe.

Mr. Stefanelli was under the impression that the inspection of TPA came about as a result of parent concerns relayed to his department by the Charter School Office.⁵¹

Referring to the inspection results set forth in Finding of Fact 83, Mr. Stefanelli focused on certain findings.

Mr. Stefanelli testified that materials were stored in the hallways of TPA's Trinity Church facility during the school day, blocking fire exits and creating a safety hazard: "80 percent of the . . . hallways had something stored in there or something sitting . . . in the path." (*Id.* at 1211.) TPF did not have documentation to verify inspection of its kitchen for health and pest control purposes.

Temporary buildings used for classrooms on the church grounds were not secured by fencing: "[PGCPS] has a . . . policy that all elementary school temporary buildings have to be secured by fencing. . . . [The fencing] create[s] a safe haven [for elementary school students] to go from the temporary buildings to the [main] building" (*Id.* at 1215). There was also no fence between the playground and the parking lot. Temporary buildings were added, but bathrooms were not, causing stress to the main building restroom facilities. PGCPS policy precluded shared use of bathrooms by adults and students, including use by adult visitors to the church. Also, restroom facilities in the main building were not suitable for use by elementary aged students. There was also a lack of handicapped accessible toilets.

⁵¹ As noted by Dr. Reese, after the survey questions relating to the facility, parents made such statements as, "I believe the school needs a school building of their own." "The children deserve a better school; more space, a gym and other things that make[] them excited to come to school." "This school is not built for [the] school environment . . ." "The school should be set up on a destination built solely for school, not church." (Bd. Ex. 25, at 11-12; *see also* Test. Reese, Tr. vol. 3, at 591.) Dr. Reese also noted qualitative data collected from staff responses indicating concerns about the safety of material goods in the school such as, "The thieves who rent the building make[] it an unsafe place." (Bd. Ex. 26, at 14; *see also* Test. Reese, Tr. vol. 3, at 620-21.) Other comments about the facility included: "Temporaries are falling apart and poorly ventilated." "The building is out of date." "The building is too small and crowded." "The temporaries ou[t] back are prone to needing repairs." "Some [temporary building] floors are caving in, water is leaking through windows and doors, doors are easily broken off the hinges." "This rented space is not safe. The children are not in an environment that is appropriate for learning." "There [have] been three occasions this year where water has gushed through the hallway ceilings within the building Water has also gushed through the windows and doors of several trailers. There are several places in most of the trailer floors that are sinking." (Bd. Ex. 26, at 14; *see also* Test. Reese, Tr. vol. 3, at 621-22.)

Electrical outlets in kindergarten classrooms were not covered, creating a safety hazard for pre-k and kindergarten students. There was also evidence of use of “daisy chain” surge protectors that created safety/electrical fire hazards and violated fire code.⁵²

Doors to fire extinguishers were locked, which made access to emergency response equipment difficult in case of fire. A refrigerator blocked an electrical panel, creating a safety risk, since the panel was not easily accessible in case of an electrical fire. The stage was used as a catchall for storage, blocking exits. There was also evidence that the school facility had been inspected three times by the fire department, and TPF received notices indicating that sprinkler and alarm systems for the building had not been inspected by a third party, as required by law.

There was no clear-cut delineation between the church and the school, giving unvetted adults the ability to access the children. In addition, anyone could just walk up from the parking lot and into the temporary buildings.

An additional fire hazard was created due to clothes stored in an IT closet, where there was significant heat and electricity, as well as a water hose within six feet of the location of the closet. According to Mr. Stefanelli, nine inches of impact material is a safe level for a playground but was not present at TPA.

Some temporary buildings used by TPF as multi-purpose classrooms appeared to be well beyond their useful life. Building seams, windows, and roofs were leaking. There was a “musty” smell in the buildings, and a large number of students, sometimes up to three classes, were placed in very small rooms.

Mr. Stefanelli also testified with regard to PGCPS’ responsibilities when a charter school leases a PGCPS building, such as Middleton Valley. He acknowledged that Mr. Shackelford asked for building inspection information and rehabilitation/remediation information. He gave

⁵² Mr. Stefanelli explained that a daisy chain involves adding a surge protector to another surge protector, which is against code.

him what his office had and advised him that if an inspection showed issues, PGCPs would mitigate those issues.

Rhonda Clomax, Principal, TPA, testified that she holds an undergraduate degree in school and community health from Towson State University and a master's in curriculum instruction. She started out as a PGCPs teacher in 1990 and later became an administrative intern, which involved similar duties to a Principal. She left PGCPs to become an Assistant Principal at TPA in 2008 or 2009 and became Principal in 2012.

Ms. Clomax acknowledged that she could call Mr. Shackelford anytime and that anything she asked the TPA Board for on behalf of the students was done. She stated that "any materials, instructions, anything of the sort, I got no pushback whatsoever in regards to getting equipment and supplies for the students" (Test. Clomax, Tr. vol. 6, at 1288.)

About the concern raised in the 2019 Site Visit Report regarding the TPF Board's and the Executive Director's minimal visibility in the school and minimal presence at and participation in many school functions, Ms. Clomax initially testified that Mr. Shackelford was not readily available at the school site. "He might drop in . . . every now and then" (*Id.* at 1291.) Ms. Clomax acknowledged, however, that TPF Board members were attending student events more regularly during the 2018-2019 school year, such as discovery nights, National Junior Honor Society, and honor roll ceremonies. She testified that Ms. Green was "always" at school events and that "[s]he came to everything." (*Id.* at 1360.) Ms. Clomax also testified that Mr. Shackelford started coming more but indicated that did not occur until the end of the 2018-2019 school year.

Ms. Clomax felt that the TPF Board met with enough frequency for her to keep them updated on any academic challenges and to get their input on oversight and governance issues she raised. Mr. Shackelford would ask Ms. Clomax to present to the TPA Board about test

information and data around the time the testing data was released. She acknowledged that she had the right to brief the TPA Board any other time she wanted if she thought something needed to be addressed.

Ms. Clomax testified, however, that the TPF Board and Executive Director did not attend collaborative planning, faculty, or administrative leadership meetings. Mr. Shackelford never played a significant role in planning for instruction or operational improvement for the school. This was disturbing to her because she thought the Executive Director was supposed to act as a liaison between the school and the TPF Board. Later in 2019, one TPF Board member attended one school planning and management team meeting.

Ms. Clomax acknowledged that during the 2018-2019 school year, she, Mr. Shackelford, and Mr. Lund had weekly, hour-long phone calls. The phone calls included discussion about strategic planning, professional development training, preparing for the Site Visit, a possible move to a new facility, as well as day-to-day operations and staffing needs. But she distinguished those calls from the administrative leadership meeting she and Mr. Shackelford had previously agreed to and testified that they did not talk about administration during those calls.

Ms. Clomax testified that classrooms inside the Trinity Church facility used for students were too small and there were not enough bathrooms for students. There were occasions when IT equipment and supplies were found to be damaged or missing after the facility had been used by non-TPA individuals. She had observed temporary buildings leaking and rotted flooring and moisture in walls. Those conditions persisted until the time of the May 2019 non-renewal. On

occasion, there was no heat.⁵³ Parents would call to complain because their children said the rooms are wet or smells or that they don't have heat.

Finally, Ms. Clomax testified that although TPA no longer has a contract with Hyde, “[W]e still do all of our Hyde — same words, principles, everything.” (*Id.* at 1368.)

In the Affidavit of Loretta White, Charter School Liaison, PGCPs Charter School, she indicates that at all relevant times she was the Charter School Liaison, PGCPs Charter School Office. Her duties and responsibilities included:

- providing oversight of charter schools operating in Prince George’s County
- monitoring, verifying, and ensuring compliance by charter schools with public charter school law, PGCPs policies and procedures, and each charter school’s charter agreement
- facilitating the charter school application and renewal process, providing assistance as needed: hosting and conducting information sessions for new and existing charter operators regarding the new and renewal charter school application process
- managing the process of accepting and reviewing charter school applications for new and renewal operators
- establishing a robust charter school annual performance review and site visit process that aligns to the principles and standards for quality charter school authorizing
- coordinating annual performance reviews and site visit teams and drafting site visit reports for each charter school
- maintaining consistent communication with charter school operators to support collaborative work between the operators and PGCPs
- providing recommendations to the PGCPs executive staff and departments regarding charter schools in PGCPs
- serving on administrative interview committees for charter school positions and identifying internal and external content area specialists to participate in the process of making charter school authorizing recommendations for the County Board.

(Bd. Ex. 60.)

Ms. White described the renewal process in general. (*See* Finding of Fact 13.) She also described in detail TPF’s renewal history.

⁵³ The Affidavit of Jerlys Stewart, a Special Education Middle School Chairperson at TPA, referred to similar conditions. She described in her Affidavit a lack of adequate space, required shared use of the school with the church resulting in damage to the school’s property, and environmental issues in classrooms and temporary buildings. (Bd. Ex. 59.)

Ms. White acknowledged that TPF submitted a professional development plan on August 1, 2018. She stated that a meeting was requested by PGCPS in September 2018 to meet new TPF Board members, introduce Ms. Saunders, and to discuss the professional development plan; however, her Affidavit does not indicate if the aforementioned discussion took place at the meeting.

Ms. White described the Site Visit process over the years. In her Affidavit, Ms. White explained the four components that were evaluated in the annual site visits, specifically, academics, financials, operations, and organization. Upon completion of the site visits, she would meet with the Site Visit Team to discuss the Team's findings and recommendations, compile the Team's notes and data, and develop a report. She explained that the focus of the Site Visit was narrowed in 2019 to governance because the Team already had enough information on the other topics historically addressed at the Site Visit. She confirmed that she and Ms. Saunders reviewed the documents submitted by TPF.

Ms. White averred that she personally observed many of the conditions described in the Safety Inspection Report. She also stated that on November 30, 2017, on behalf of PGCPS, she offered TPF an opportunity to lease Middleton Valley; however, Mr. Shackelford and TPF declined the offer, indicating that the space was too small. Ms. White described offers she heard Mr. Burroughs make to assist TPF with securing Middleton Valley. She testified that in December 2018, she organized a visit to Middleton Valley for the TPF Board.

Ms. White explained why a decision was made to notify TPA Staff on March 1, 2018, before a County Board vote, of the CEO's intention to recommend non-renewal: essentially to give them the time to voice their concerns and request placement elsewhere in the event the County Board voted to close TPA. The March 1, 2018 letter to TPA parents and follow-up March 6, 2018 meeting took place to provide parents the opportunity to ask questions and

provide enrollment options if the County Board, who as they advised the parents had the final vote, voted to close TPA. Ms. White indicated that PGCPS considered closing enrollment through the lottery process for incoming kindergarten students but decided to begin enrollment of students after the County Board voted on the one-year conditional renewal.

Ms. White described the County Board process for voting on Board of Action Summaries and indicated that TPF had the opportunity to submit information to the County Board or sign-up to speak at its meetings where TPF's renewal applications were discussed.

Although Ms. White did not testify, I place significant weight on the averments in her Affidavit. She has extensive and impressive educational and professional experience very much related to the issues in this case. While Ms. Saunders was new in her position, Ms. White has been the Charter School Liaison for thirteen years and served in that capacity the entire time TPA has been in operation, responsible for reviewing each of its renewal applications and making recommendations to the CEO.

Analysis

Arbitrary and Unreasonable

For the following reasons, I find that although the County Board's reliance on some factors in reaching its 2019 decision not to renew TPF's Charter Agreement was flawed, a preponderance of the evidence establishes that the decision was not arbitrary or unreasonable.

Academically and Financially Sound/Faithfulness to Charter

The parties did not dispute that at the time of TPF's non-renewal, TPA was academically and financially sound.⁵⁴ Furthermore, the County Board did not base its decision to conditionally renew in 2018 or non-renew in 2019 on any lack of academic or financial soundness. I find that in determining the format and focus of the Site Visit and in making its recommendation to the County Board, PGCPs did not disregard TPF's academic and financial status; rather, it took it as a given and decided it needed no further verification.

TPF did not really explain what it meant by failing to consider "faithfulness to charter." In any event, my review of the evidence and testimony in this case indicates that the County Board did consider multiple areas where TPF did not abide by its Charter Agreement.

Satisfaction of Requests/Conditions

Except with regard to PGCPs's request that TPF develop a professional development plan identifying the TPF Board's priorities and initiatives, the County Board presented no evidence to dispute Dr. Shackelford's testimony that TPF completed all the items requested by PGCPs in August 2017. Furthermore, the County Board did not dispute that TPF met all but one of the four conditions of the one-year conditional charter, i.e., submission of a professional development plan focused on effective governance for the TPF Board and its Executive Director. Thus, it is not necessary for me to discuss whether TPF met other requests/conditions.

⁵⁴ The parties stipulated that (1) the TPA 2018 Partnership for Assessment of Readiness for College and Careers (PARCC) test scores in English Language Arts out-performed PGCPs proficiency percentages in Grades 3, 7, and 8, with Grades 7 and 8 outperforming State proficiency averages by 10 or more points. The TPA 2018 PARCC test scores for math out-performed PGCPs proficiency percentages in Grades 3, 5, 6, and 7; (2) TPA's eighth grade students scored a 407 on the Fall 2018 PSAT EWR, which was 23 points above PGCPs and 2 points above the national average; (3) TPA's eighth grade PSAT math score of 380 was higher than both PGCPs and the State's scores; and (4) There was also no dispute that TPA was rated a four-star school on the latest Maryland School Report Card, including 10 out of 10 points for "access to well-rounded curriculum." Additionally, the County Board presented no evidence to dispute TPF's assertion that TPA was fiscally sound each year of its operation and an outside audit was performed every year, with no significant findings from internal or external audits.

The evidence shows that a professional development plan was submitted to PGCPs on August 1, 2018. However, the County Board contends that the related request and condition were not met because the document submitted fell short of what was required. Specifically, it did not focus on effective governance for the TPF Board and its Executive Director because it lacked measurable desirable outcomes of delivery and incorrectly overlapped with principal/staff roles and responsibilities.

Significantly, Ms. Saunders' testimony established that at no time did PGCPs or anyone from the County Board notify TPF of the perceived deficiencies in the plan so that her office could assist TPF with remedying them. She testified only vaguely that she mentioned unmeasurable goals to TPF at a meeting—the nature of her testimony indicated that it was said in passing and not as a serious attempt to discuss and work with TPF on revising its professional development plan. Ms. White's Affidavit indicates there was an intent to discuss the professional development plan at a meeting but does not indicate whether it actually was discussed.

Accordingly, I find that the County Board unreasonably relied upon the alleged failure to submit a professional development plan focusing on effective governance when it made its decision to non-renew. In reaching my decision in this case about this issue, as well as others, I relied heavily upon the testimony of Dr. Gwendolyn Bryant, who was the only witness offered as an expert witness by either party. Although she had not testified before as an expert witness in the relevant field(s), Dr. Bryant's expertise, particularly as it relates to the evaluation of charter schools, is broad and extensive. I find that she is eminently qualified to testify as an expert witness in charter school governance, management, and oversight by a governing board. Furthermore, I observed at the hearing that her demeanor was calm and professional. She was

candid in her testimony—when she disagreed with a position taken by the County Board, she said so.

Dr. Bryant was asked on cross-examination: “You would agree, would you not, that if in the . . . summer of 2018 that [TPF] had submitted a professional development plan . . . that they were entitled to feedback from that plan if there were problems with it. You would agree that that would have made sense and been appropriate. Isn’t that true?” (Test. Bryant, Tr. vol. 5, at 934.) Dr. Bryant responded, “That would have been good practice. . . . If the receiving office was not satisfied with the professional development plan, feedback would have allowed the school to make correction.” (*Id.* at 934-35; *see also id.* at 941-42.) Dr. Bryant further agreed, as the attorney characterized in questioning, that TPF’s professional development plan, even if missing one element that might be included, is a “substantial professional development plan.” (*Id.* at 942.)

Nevertheless, there is no evidence that the County Board agreed or implied that it would extend the Charter Agreement term based only on the meeting of the aforementioned specific requests/conditions. Indeed, the language of the June 2018 Resolution indicated ongoing concerns that “[TPF] and its Executive Director have not provided the necessary structures and processes to ensure effective governance . . . [and] failed to demonstrate the capacity to execute its duties, and responsibilities of practice” (TPF Ex. 1.) Furthermore, the language of the condition of the one-year conditional renewal for the 2018-2019 school year directing TPF to work with a PGCPs-appointed liaison to conduct a climate survey indicates that the purpose of the Climate Survey was “to assess the effectiveness of school operations, school climate, facility

concerns and academic progress.”⁵⁵ (*Id.*) Implicit in that language is a concern about governance and facility.

Thus, I find that a preponderance of the evidence indicates that the County Board intended that PGCPS should continue to monitor and evaluate TPF during the 2018-2019 school year regarding the referenced areas of concern.

Moving Targets

Mr. Shackelford’s expressed perplexity about the reasons PGCPS gave for its recommendation to non-renew. I find inaccurate his testimony that TPF was able to obtain renewals in the past with no concerns being raised by the County Board, as well as his testimony that he and the TPF Board addressed any concerns raised by PGCPS and the County Board in the past. TPF’s awareness of those concerns is evidenced in Mr. Queen’s Affidavit, where he states that Mr. Shackelford and the TPF Board “worked to address areas of challenge that the [County Board] had raised concerning TPA during prior site visits.” (Queen Affidavit, TPF Ex. 53, at 2.) Furthermore, Dr. Bryant’s testimony established that issues of governance were longstanding. And governance and facility issues were clearly referred to in Site Visit Reports from prior years; Mr. Shackelford acknowledged that TPF received feedback after each Site Visit and that he was “given a summary of the concerns that were disclosed . . . through site visits” (Test. Shackelford, Tr. vol. 1, at 199.)

Implementation

TPF’s assertion to the contrary, I find that Ms. Saunders and Dr. Bryant’s testimony, as well as a review of the “Strengths” referred to in the 2019 Site Visit Report, establish by a preponderance of the evidence that PGCPS and the County Board did consider improvements

⁵⁵ The evidence shows that the County Board then used the results of the climate survey to evaluate those areas, along with other tools, before deciding whether to renew for longer than one year.

and actions taken by TPF during the 2018-2019 school year to address governance and facility concerns, including extensive descriptions contained in TPF's presentation and renewal application packet.

As discussed below, I further find that a preponderance of the evidence shows that despite TPF's efforts, long-standing governance and facility issues persisted. Put another way, a preponderance of the evidence supports the conclusion that TPF's actions during the 2018-2019 school year were not enough to have any meaningful and substantial impact on governance and facility.

Climate Survey

Preliminarily, I note that TPF did not challenge the methodology relating to the creation or administration of the Climate Survey. It basically argued that the results do not support the Charter School Office's conclusions (as adopted by the CEO and then the County Board).

For the following reasons, I find that TPF failed to prove by a preponderance of the evidence that the Charter School Office misconstrued the results of the Climate Survey.

On direct examination, during which he went through the results of the Climate Survey and what concerns he had with them, Dr. Reese seemed to place more emphasis on qualitative results than on the quantitative results. While he explained the importance of both, he did not explain why he placed such emphasis on the former. Thus, I did not place much weight on his conclusions as to what parent and staff concerns were indicated based solely on the qualitative comments of the survey responders.⁵⁶

My review of the Climate Survey indicates that some of the quantitative results of the Climate Survey are favorable to TPF in the area of governance and facility and some are not. In determining the significance of those results, I have once again relied on Dr. Bryant's expertise.

⁵⁶ However, as discussed below, some of those qualitative comments did constitute a red flag that the condition of the facility warranted an inspection on April 1, 2019.

She testified that “concerns that we’ve raised about the . . . executive director and the governance board and the facility, those issues continue to be represented overwhelmingly, I believe, in the surveys.” (Test. Bryant, Tr. vol. 5, at 1008.) I do not find it significant that Dr. Bryant had not seen the Climate Survey results prior to preparing for the hearing; she indicated in her testimony that other Charter School Office participants in the Site Visit had access to the results and explained that “each member of the team was not a part of every activity in the evaluation.” (*Id.* at 996, 999.)

Accordingly, based on Dr. Bryant’s opinion, I find that the County Board properly relied upon the results of the Climate Survey.

Measuring Tool; Site Visit

I disagree with TPF’s assertion in its appeal that over the years, there was no matrix or established measuring tool that was used in considering whether TPF’s Charter Agreement was to be renewed. Dr. White’s Affidavit described the overall renewal process and there was insufficient evidence that it was not followed in general as to TPF. Dr. Bryant testified in great detail about the rubric used for Site Visit Evaluations from 2015 to 2017, and her testimony indicated that the rubric/evaluation tool in the area of governance, management, and oversight was reasonable and provided “a lot of latitude and autonomy” in how the TPF Board could act on the recommendations. (*Id.* Tr. vol. 4, at 768.)

The format for the Site Visit did change in 2019. Specifically, indicators in 2019 were limited to leadership and governance, and a facility section was added. The Site Visit Team group was smaller, although according to Dr. Bryant, in the past, its composition would have constituted a sub-group focused on the relevant topics. Furthermore, only the broad ratings of strengths and concerns were used, while in the past, more specific ratings were implemented

(e.g., “Not Meeting,” “Approaching,” “Meeting,” “Exceeding”), in addition to similar broad ratings.

When counsel for TPF asked, “Well . . . there was no rubric at all, was there for . . . the site visit you participated in 2019? Just strengths and weaknesses, isn’t that correct? Dr. Bryant answered, “Yes.” (*Id.* at 855.) Based on my review of her overall testimony, I am unsure whether the form of the question confused Dr. Bryant. In any event, although both Dr. Bryant and Ms. Saunders testified the approach taken in 2019 was unique, they both considered the evaluation process and the results to be valid.

In *Imagine Belair Edison Charter School v. Baltimore City Board of School Commissioners*, No. 06–16 (Md. State Bd. of Educ. May 24, 2006),⁵⁷ in response to the applicant’s claim that it did not know what to expect from the charter school application process, the MSBE stated:

We encourage BCPSS, as we have other school systems, to develop clear guidelines for the evaluation process, to explain the process to all applicants, and to make the process as consistent and transparent as possible. If a numerical scoring system is being used, the point system should be clearly explained to the applicant. Moreover, we reiterate the importance of consistency and fairness in the total evaluation process.

Id. at 11 (citation omitted).

The Court of Special Appeals has addressed the significance of a failure to supply a rubric. *Bd. of Educ. of Somerset Cty. v. Somerset Advocates for Educ.*, 189 Md. App. 385, 405 (2009). That case involved an appeal by a charter school applicant (appellee) seeking review of a decision by the MSBE affirming the county board of education’s denial of its application to operate a charter school. The local board had used a rubric in its evaluation of the application but had not provided the appellee with the rubric. The appellee argued that the local board’s

⁵⁷ “[T]he broad statutory mandate given to [the State Board] requires that special deference be given to its interpretation of statutes that it administers . . . over and above that generally afforded to other administrative agencies.” *Monarch Acad. Balt. Campus, Inc. v. Balt. City Bd. of Sch. Comm’rs*, 457 Md. 1, 14 (2017) (quoting *Frederick Classical Charter Sch., Inc. v. Frederick Cty. Bd. of Educ.*, 454 Md. 330, 370 (2017)).

decision was arbitrary and capricious because the criteria used to evaluate its application were vague, it was not provided with an “analytical key” as required by prior MSBE rulings, and the evaluation rubric did not reflect the published requirements of the local board. *Id.* at 393.

The Court in *Somerset* agreed with the local board that a review of MSBE rulings “clearly shows that the State Board views the scoring tool as an important, **but not mandatory**, part of the evaluation process” and, therefore, “the MSBE did not act arbitrarily and capriciously in failing to reverse the Local Board’s decision based upon its failure to provide [the] appellee with the evaluation rubric.” *Id.* at 403 (emphasis added). The MSBE has emphasized that it “looks at the evaluation process as a whole to determine if the process itself was so unfair that it resulted in an arbitrary decision.” *Id.*; *see also Imagine*, No. 06–16, at 11; *Piscataway Creek Montessori Cmtys., Inc. v. Prince George’s Cty. Bd. of Educ.*, No. 07–21, at 6-8 (Md. State Bd. of Educ. Apr. 24, 2007). Looking at the evaluation process in the case before me as a whole, for the following reasons, I find that the process itself was not so unfair that it resulted in an arbitrary decision.

In 2019, information was still obtained via in-person interviews, and a presentation from TPF was allowed, albeit later.⁵⁸ Dr. Bryant’s testimony reflects the many factors that go into the evaluation of a charter school. She testified that the indicators and the elements of governance looked at in 2019 were the same as in the past.

A preponderance of the evidence also indicates that TPF was made aware of the change in format for the Site Visit Report. The one-year conditional charter indicated that the Climate Survey would be used for assessment purposes. In addition, on cross-examination, Mr. Shackelford acknowledged that a March 14, 2019 email from Ms. Saunders to the TPF Board

⁵⁸ Mr. Shackelford acknowledged that he did hand off the presentation materials to Ms. Saunders either at the time of the Site Visit or later. Non-Board members were not allowed to participate in the Governing Board interview; however, the 2017 Site Visit Report indicates, contrary to Mr. Shackelford’s and Ms. Peterson’s testimony, that this was not new.

and Mr. Shackelford, among others, had an attached agenda for the March 2019 Site Visit and that the agenda referred to very specific items that the Site Visit Team intended to focus on as part of the Site Visit, including interviews of the TPF Board members, the principal and assistant principal, teachers, and Mr. Shackelford. (Bd. Ex. 12; Test. Shackelford, Tr. vol. 1, at 180-81.)

Furthermore, TPF was put on notice by prior Site Visit Reports, and the June 2018 County Board conditions and Resolution, that governance was a major concern. TPF had been the subject of multiple prior Site Visits, which included a focus on governance, and thus, it should have known what information it needed to provide in that regard. If not, Ms. Saunders and Ms. White indicated that TPF had been given the opportunity to learn more about the renewal application process by attending a technical session but chose not to attend.

I do not find fault, as does TPF, in PGCCPS's focus during its March 18, 2019 Site Visit on just governance, and then on April 1, 2019, on facility. The County Board did not base its decision to conditionally renew on any alleged deficiencies in other areas. Although this limited focus may have differed from the format of prior site visits, TPF presented no expert evidence that the Site Visit Team's methodology was not an effective way to obtain information, along with other tools (Climate Surveys and review of submitted artifacts and documents), from which PGCCPS could make an assessment of TPF as a governing body.

I also find that it was appropriate to include a section in the Site Visit Report relating to facility. Facility issues had been raised previously in Site Visit Reports, including the 2016 Site Visit Report, which refers to the following area of challenge: "Co-locating in the church creates challenges for sustained teaching and learning environment; [s]pace creates a challenge for student collaboration in early grades and in the ST⁵⁹ building" and "[i]nterviews with staff and parents indicated that space continues to present a major problem in the school [and] Parents

⁵⁹ This was not defined.

expressed concern regarding the safety at the street in front of the school driveway at dismissal time” (Bd. Ex. 6, at 12-13.) The 2017 Site Report refers to the following areas of challenge: “Co-location and the facility continue to be a concern for staff and students.” “100% of student[s] interviewed voted a level 7 out of 10 for safety They were concerned about people just walking onto the campus.” “Students indicate[d] that there are two entrances and a little dirt road and they do not feel safe during recess” and “[t]eachers stated that the safety measures on the school side are different from the expectations on the church side.” (Bd. Ex. 7.) In addition, the 2018 conditional renewal refers to the need for a Climate Survey relating to “facility concerns.” (TPF Ex. 1.) Furthermore, TPF is subject to safety inspections according to its Charter School Agreement.

TPF faults the Site Visit Team with not visiting classrooms or examining lesson plans but TPF presented no evidence to establish that was necessary and relevant to the issues of governance and facility or how that would have had an effect on the Site Visit Team’s conclusions.

TPF also failed to prove by a preponderance of the evidence that the Site Visit Team, the Charter School Office, or the County Board did not give proper weight to all the factors from the Site Visit. The evidence shows that the Charter School Office staff and the members of the Site Review Team, including internal and external consultants, evaluated the responses of those interviewed; Dr. Bryant testified that the Team worked together to prepare the Site Visit Report.

In addition, TPF failed to prove by a preponderance of the evidence that PGCPS and the County Board gave disproportionate weight to the issue of a new facility. As discussed above, there was much evidence that the existing facility was unsafe and inadequate and that TPF had been aware for some time about facility concerns.

Furthermore, the MSBE has held: “Based on our standard of review, the State Board does not decide whether the school system’s evaluation process is the *best* method for considering charter school renewals, or whether BCPS should have given more or less weight to the factors [it relied upon].” *Northwood Appold Cmty. Acad. Pub. Charter Sch. v. Balt. City Bd. of Sch. Comm’rs*, No. 14-04, at 5 (Md. State Bd. of Educ. Feb. 25, 2014).

Regarding the substance of the 2019 Site Visit Report, the evidence does show that some of the County Board’s determinations were arbitrary and unreasonable.

At the hearing, TPF argued that the County Board failed to provide timely disbursements, as required under section eight of the 2018-2019 Charter Agreement, and failed to provide TPA with the reimbursements it was owed for transportation costs.⁶⁰ I agree with the County Board that the issue of whether the PGCPS had delayed funding or underfunded is not before me in this case.⁶¹

I find, however, that testimony regarding funding is relevant because the Site Visit Team considered Mr. Shackelford’s purportedly inaccurate statements that funding was owed as an indication of poor governance.⁶² Thus, I allowed testimony as to Mr. Shackelford’s perception of PGCPS’ funding obligations for the limited purpose of rebutting that conclusion.

I find that Mr. Shackelford’s voiced opinion with regard to money allegedly owed should not have been relied upon as a sign of lack of governance. He simply disagreed with the position

⁶⁰ Section 9-109(a) of the Education Article provides: “A county board shall disburse to a public charter school an amount of county, State, and federal money for elementary, middle, and secondary students that is commensurate with the amount disbursed to other public schools in the local jurisdiction.” Educ. § 9-109(a) (Supp. 2019).

⁶¹ The County Board objected to TPF’s witnesses testifying with regard to those issues on the grounds that funding is not the crux of this appeal—there had been no challenge or appeal to the County Board concerning the issue of alleged delayed fund or underfunding. Any appeal on this issue should first be made to the County Board and then to the MSBE for the review.

⁶² The Site Visit Report expressed concerns that “responses during the interview of [members of the TPF Board] revealed that the Governing Board is unclear about its responsibility of ensuring that there is financial sufficiency to sustain the school.” (Bd. Ex. 8, at 2.) Dr. Bryant testified that the Site Visit Team was concerned that when asked about financial responsibility, the Board members “talked a lot about the monies that may be owed by [PGCPS] and did not appear to assume any responsibility for their . . . leadership in this area . . . [of being] financially sufficient . . . fundraising included. (Test. Bryant, Tr. vol. 4, at 821-22.)

of PGCPs. Ms. Saunders' vague testimony with regard to the issue of funding indicates she does not have sufficient knowledge or expertise to address whether Mr. Shackelford's perception was wrong. Based on my review of the Charter Agreement and upon consideration of Mr. Shackelford's testimony, I believe the parties have a legitimate disagreement about the issue of funding.

In addition, I find merit in TPF's disagreement with the County Board's reliance on the Site Visit conclusions regarding the lack of visibility of the TPF Board at school events. The Administrative and Instructional Teams interviewed indicated dissatisfaction in that regard; however, the Board members interviewed indicated they were involved in school events. Dr. Bryant admitted that no follow-up was conducted by the Site Visit Team to make that determination. I find that Ms. Clomax's testimony established that TPF Board members were attending student events more regularly during the 2018-2019 school year, in particular, Ms. Green.

TPF also disagreed with the Site Visit results indicating a concern that TPF Board members, even after becoming aware of the Climate Survey results, expressed negative reactions and indicated the TPF Board was going to issue its own surveys, instead of taking initial actions in response. Dr. Bryant testified:

[T]here was a short length of time between this site visit and the . . . distribution of the climate survey results. But we would expect that the board could speak to initial steps that they've taken. . . . [T]he results of the climate survey were a very, very critical piece of evidence for how the board needed to revise its work. So, to acknowledge the results and show any initial steps towards addressing the areas that were critical in the climate survey would have been in order at that time.

(Test. Bryant, Tr. vol. 4, at 826-27.)

Dr. Reese acknowledged, however, that the full final report was not provided to TPF until mid-February 2019. Thus, I find that it was arbitrary and unreasonable for the County Board to find that the TPF Board had poor governance because it did not respond specifically to the

Climate Survey results in the mere weeks it had between receiving the results and the March 18, 2019 site visit. That does not change the fact, however, that concerns identified in the survey results relating to governance and facility existed at the time of the survey and the subsequent Site Visit.

Indeed, the language in the June 2018 condition relating to a Climate Survey does not indicate that the purpose of the climate survey was to allow the TPF Board and its Executive Director more time to remedy existing problems that may be identified in the results, particularly long-standing governance and facility issues. The same applies regarding plans for the TPF Board set forth in the professional development plan—TPF did not have to wait until it submitted that document to take more steps to address the goals referred to in it.

I further find that the County Board improperly relied upon the Site Visit Report conclusion that the TPF Board was remiss of its responsibility to be informed of the academics of the school, specifically referring to infrequent presentation of academic data by the administrative team and the testing coordinator at TPF Board meetings. Ms. Clomax's testimony relating to the increased frequency of TPF Board meetings and her briefing of the TPF Board about test information and data does not corroborate that conclusion.

Nonetheless, I otherwise find that PGCPS and the County Board reasonably relied upon the substantive results of the 2019 Site Visit Report. The evidence shows that the Charter School Office staff and the members of the Site Review Team were well-qualified. TPF presented no witnesses with equivalent background to rebut their testimony regarding the numerous other governance and facility concerns. Thus, except as noted above, I have relied on the Site Team's, in particular Dr. Bryant's, interpretation of the interview results and review of submitted documents particularly as it relates to governance.

In reaching my decision that the County Board's action was not arbitrary or unreasonable, I rely on Dr. Bryant's testimony that TPF breached the standard of care regarding oversight and governance applicable to a charter school governing board. Dr. Bryant testified in part:

It is expected that a well running, thriving, efficient governance board would have structures in place for continuous improvement.

....

They will . . . set visionary goals towards supporting the school in achieving [performance] goals.

....

[T]hey will have a process and implement a process, of evaluating the executive director, and these protocols and processes would be implemented consistently.

It is also expected that there would be a committee structure that the board would have in place. And . . . that committee structure would guide the work of the board.

And, there would be orderly meetings, well documented meetings, where progress towards the accomplishment of the goals that have been identified, that progress . . . can be reviewed by the community, and the charter school office certainly is . . . a part of that community.

(*Id.* at 811-12.)

Dr. Bryant further testified:

We did not find that that standard of care was being attended to, either that the governance board was not capable or willing to comply with the guidelines that [PGCPS] has laid out for the governance board.

We considered the track record over time. It was not a mystery as to what . . . the site review team would be looking for from the charter board. Because the rubric had been communicated, it has changed very little over the years.

There is technical support offered by the charter school office so that the governance board knows exactly what to expect for the site review. And, we were alarmed to see that we could come in one year and ask for a committee structure and documentation on their work, and then come in another year and find that the same was not in place.

The same thing with . . . Mr. Shackelford's evaluation. We found that one year there was an evaluation and there were . . . six data points . . . [and] he was rated developing in four out of the six areas. But then the following year, there was no . . . completed evaluation.

And, that process even was further complicated by the way that the school leadership gave input into that evaluation. It seemed that there was not a process organized where the school leader could . . . give her input in paper. It was a telephone call. And, it was kind of spur of the moment through [a] telephone call with no orientation, no rubric or anything.

So . . . my experience with evaluating governance and leadership is that you expect that there would be progress over time, and there's a window of opportunity to show that progress. . . .

. . . .

[T]here was not even a record to show that there was steady increase in the accomplishments of the criteria for . . . success.”

(*Id.* at 813-14.)

Dr. Bryant elaborated: “Each site visit showed a lack of consistency [by TPF] in complying with the standards that had been laid out for the site visit for charter school governance operations. And . . . it builds a stronger case that the governing board is either incapable or unwilling to work within those guidelines when repeatedly, the same kinds of deficiencies show from year to year.” (*Id.* at 832.)

Dr. Bryant testified that, based on her testimony as discussed above, she agreed with the findings and recommendations in the Final Recommendation in the 2019 Site Visit Report, with the subsequent recommendation of the CEO, and with the County Board's adoption of that recommendation.

I do not find merit in TPF's assertion that the Site Visit Report is flawed because it acknowledges TPA's academic improvement but only gives credit to the school leadership team. TPF baldly asserted that Mr. Shackelford and the TPF Board were partly responsible for the school's academic success because of the Hyde culture that had been cultivated by them. But I find it appropriate to rely on Ms. Clomax's testimony that the TPF Board and Executive Director

did not attend collaborative planning, faculty, or administrative leadership meetings and that Mr. Shackelford never played a significant role in planning for instruction or operational improvement for the school. Ms. Clomax's credentials indicate that she is well-qualified to testify on this topic, and, as the Principal of TPA, she certainly would be in position to know. I found her to be a credible witness—she gave credit where credit was due to other matters discussed above. Furthermore, as pointed out by Dr. Bryant, TPA's academic success does not preclude such a determination. I placed more weight on Ms. Clomax's testimony than on Mr. Shackelford's; his inaccurate recollection, discussed above, that the County Board had not raised issues of governance and facility during previous renewals, reflects on his credibility and the reliability of his testimony in general.

I also find that a preponderance of the evidence supports the concern expressed in the Site Visit Report that there was limited evidence that grants were actively sought by the TPF Board since 2006. Mr. Shackelford acknowledged that other than an initial start-up grant in 2006, TPF had obtained no other grant funds or funding. I note this was so even though the Charter School Agreement allows TPF to engage in activities for fundraising and even though it had been granted many renewals of its Charter Agreement in the past.

In addition, when I compared Mr. Shackelford's job description with his resume, it was clear that they did not sufficiently match. Mr. Shackelford's resume shows he has no formal public school experience, which, as Ms. Saunders testified, is relevant to Mr. Shackelford's ability to judge if academic targets are being reached and his ability to communicate with and lead the Principal. I do not find it relevant that the concerns in the Site Visit Report as to the qualifications of Mr. Shackelford were never previously raised in TPA's prior charter renewals.

Facility

I do not find merit in TPF's assertion that the County Board arbitrarily focused on moving TPA to a new location as a ground for its decision and that this focus was contrary to sound educational policy and not a decision that a reasoning mind could have reasonably reached.

I find that, as reflected in the Findings of Fact and Discussion above, safety issues at the Trinity Church location were so severe as to constitute a basis, standing alone, not to renew TPF's Charter Agreement.

The evidence shows that the TPF Board has known since at least the time of the 2013 Site Visit Report that it should focus on a viable solution to address space challenges in its Trinity Church facility. Mr. Shackelford did not deny that TPA reached its limit as far as space in the Trinity Church facility. Ms. Clomax and Ms. Stewart attested to many of the conditions found by the Safety Office Inspector. Furthermore, TPF stipulated that there were TPA staff members who expressed concerns about the use of classroom space by non-TPA and non-PGCPS individuals and organizations and that concerns raised by staff included, but were not limited to, furniture and other items moved.

At the hearing, TPF questioned many of the findings made by Mr. Stefanelli's department regarding some of the conditions existing in the Trinity Church facility, but Mr. Stefanelli presented as qualified and knowledgeable about safety inspections. I am aware that some of the Climate Survey results indicate a lack of concern on the part of some parents and staff about the facility's condition; however, I placed more weight on Mr. Stefanelli's description of existing conditions and why they were concerning. TPF did not present testimony from anyone with similar inspection experience to establish that the Trinity Church facility is sufficiently safe, hygienic, and conducive to learning.

The evidence relating to the condition of that location, as testified to by Mr. Stefanelli, shows that the Trinity Church location clearly created challenges for the instructional and operational program as well as hindered TPA from thriving to its maximum potential. I find that the County Board reasonably determined that TPA students and staff should not remain there another year.

In addition, as acknowledged by Mr. Shackelford, under TPF's Charter Agreement, TPF is responsible for locating an appropriate facility and for issues around facility maintenance. That responsibility necessarily includes providing a facility that is safe for students and staff and that is appropriate for instructional and operational purposes.

Mr. Shackelford agreed that PGCPs was working with TPF to assist it with locating an alternate school site.⁶³ (Test. Shackelford, Tr. Vol. 1, at 160.) I find that TPF could not have reasonably expected PGCPs to provide it with a lease for Middleton Valley: Mr. Shackelford acknowledged that there was no firm commitment made by TPF to accept PGCPs's offer of a move to Middleton Valley. In addition, TPF complains about not receiving environmental inspection results for the Middleton Valley location, but the evidence shows that TPF had not indicated to PGCPs that it had wanted to move to that location. Indeed, Mr. Shackelford testified that TPF ultimately decided it did not.

⁶³ [I]f, with the approval of the State Superintendent, a county board finds that any land, school site, or building no longer is needed for school purposes . . . [it] shall be transferred by the county board to the county commissioners or county council and may be used, sold, leased, or otherwise disposed of, except by gift, by the county commissioners or county council. Educ. § 4-115(c)(1)(i), (iii).

Section 9-111 provides:

(a)(1) If, with the approval of the State Superintendent, a county board determines that a school site or building no longer is needed for school purposes and after the county commissioners or county council have provided the required notice under § 4-115 of this article, the county board shall inform the public charter schools in the county that the school site or building is available for occupation and use by a public charter school on the terms determined by the county board.

(2) Each county board:

(i) Shall establish a procedure to determine which public charter school may occupy and use an available school site or building if more than one public charter school notifies the county board of an interest in occupying and using a school site or building; and

(ii) May consider the utilization rate of surrounding school sites and buildings when authorizing a public charter school to occupy a school site or building.

The MSBE has recognized the difficulty a charter school may face due to having less than a three-year or five-year charter agreement. *See Chesapeake Pub. Charter Sch. v. St. Mary's Cty. Bd. of Educ.*, No. 05-23, at 8 (Md. State Bd. of Educ. July 20, 2005) (“[W]e concur with the Appellants that the two-year delay policy on opening a charter school places charter school applicants in a ‘catch-22’ situation regarding acquisition or leasing of a facility.”). The MSBE has further found:

Identifying and obtaining a viable facility to house a charter school is emblematic of the phrase “what comes first, the chicken or the egg?” Time and again this Board has heard from charter schools how difficult it is to make binding commitments to purchase or lease property for a charter school absent an approved charter agreement. That difficulty is understandable. Also understandable is the local board’s concern that a solid facility plan is necessary prior to approval of a charter.

Friends of the Bay Arts & Sci. Pub. Charter Sch. v. Calvert Cty. Bd. of Educ., No. 08-21, at 9 (Md. State Bd. of Educ. Apr. 10, 2008) (citation omitted).

However, TPF provided no concrete examples of when TPF was turned down for financing for that reason. It argued that an MSDE representative denied a grant that could have been used for a new facility because TPF’s Charter Agreement status was in flux; however, I found the alleged statements made by that representative, as testified to by Mr. Shackelford, to be non-definitive in that regard, and TPF presented no documentation the grant was denied for that reason. In any event, TPF did not find a new building prior to the one-year conditional renewal. Even when it had multiple three-year leases, it failed to obtain an MSDE grant. Furthermore, the evidence shows that little effort was made to obtain grants or to fundraise, adding to the evidence of inadequate governance by the TPF Board.

As to TPF’s alleged inability to find a new building because of PGCPS’ refusal to timely disburse funds, as discussed above, I find that the issue of whether TPF was entitled to additional funding, and when, is an open one. TPF presented no concrete evidence that without that

funding, it could not obtain a suitable facility. I note also that TPF has taken the position that it is otherwise financially sound.

The evidence shows that the Trinity Church location was clearly not acceptable and remaining there was not in the best interests of TPA students. Yet the TPF Board failed to find a facility anywhere else in the county that was appropriate.

I find concerning the testimony that a County Board member pressured the TPF Board to relocate to Middleton Valley but do not find it relevant. Dr. Bryant testified that Mr. Burrough's alleged desire for TPA to relocate to Middleton Valley had no impact on the Site Visit Team's recommendation and there is no evidence that it had an impact on recommendations made to the County Board.

Based on the above, I find that, overall, a preponderance of the evidence indicates that action taken by TPF to address governance and facility concerns was too little too late. Although it may have been everyone's hope that TPF would sufficiently address those issues by the end of the 2018-2019 school year, a preponderance of the evidence shows that it did not make enough progress during that school year to warrant an extended renewal of its Charter Agreement.

Hostile Takeover

I find that TPF failed to prove by a preponderance of the evidence that the non-renewal was part of a concerted effort by PGCPS to take over TPA.

TPF asserts that the County Board strained its relationship with TPA staff and parents when it told them in April 2018 of their intent to recommend nonrenewal to the County Board and criticized TPF's governance and handling of finances. Ms. White's Affidavit established PGCPS acted reasonably, however. Although a final decision by the County Board on renewal had not yet been made, I find that the failure to share that information or to wait until the County

Board reached its final decision in June 2018 would have been less than transparent and would have been unfair to staff and parents.

TPF also asserted that the Charter School Office notified lottery winners that TPA was no longer accepting new students, but it was not clear if that action was erroneous under the circumstances,⁶⁴ and it was subsequently remedied.

Furthermore, it would be speculation on my part that any major breakdown in relationship, and the lower enrollment and departure of some teachers, resulted from those actions of the Charter School Office. It is just as possible that the actions or inaction of the TPF Board itself, leading to the conditional one-year charter agreement and then the May 2019 non-renewal, had that negative effect.

Review of Artifacts and Documents Provided by TPF Board

Mr. Shackelford acknowledged that the Charter School Office was provided with a copy of the presentation prepared by TPF as well as with a packet which included the revised renewal application with attachments, for its review and consideration. Ms. Saunders's and Dr. Bryant's testimony, discussed above, established that PGCPS reviewed and assessed that information.

Illegality

I have already addressed the issues of illegality as set forth in the Prehearing Conference Report. Several other matters that might be considered to fall within the purview of "illegality" were raised by TPF at the hearing or in its closing argument but were not agreed to at the prehearing conference as matters to be addressed and/or were not raised in TPF's appeal. Nonetheless, because evidence was presented at the hearing with regard to those additional matters, I have addressed them below.

⁶⁴ Ms. White averred, "At the time of the [March 6, 2018] parent meeting, PGCPS *considered* closing enrollment through the lottery process at TPA for incoming kindergarten students in the 2018-2019 school year" (White Affidavit, Bd. Ex. 60, at 16.) (emphasis added).

I find that a preponderance of the evidence indicates that PGCPS did not provide TPF with a copy of the Site Visit Report until the day after the April 25, 2019 County Board meeting. TPF argues that, as a result, it did not have the opportunity to review it and respond to its findings. A preponderance of the evidence indicates, however, that TPF had the opportunity to do so before the County Board voted to non-renew.

On April 24, 2019, the TPF Board sent a letter to TPA parents, faculty, and staff commenting on the April 23, 2019 Board Action Summary and stating “[b]ased on our strong belief in the mission and success of TPA, we are planning to be out in force at the [County Board] meeting tomorrow in order to make sure they hear about the following highlights of our work and approach”⁶⁵ (TPF Ex. 5, at 1; *see also* Test. Shackelford, Tr. vol. 1, at 121.) Further, Ms. White’s Affidavit established that members of the TPF Board, TPA parents and staff, and the public in general had the opportunity to speak at the May 9, 2019 second reader and to submit additional information prior to and at that County Board meeting.⁶⁶ Thus, TPF did not show that it was prejudiced by the aforementioned delay.

I do not find merit in TPF’s assertion that because Ms. White was repeatedly visiting TPA without providing advance notice, the County Board failed to comply with section 12(t) of the charter, requiring notice before a site visit. Ms. Saunder’s testimony and Ms. White’s affidavit established that Ms. White’s visits were not part of a formal Site Visit. Thus, she was not required to provide advance notice of her visit pursuant to TPF’s Charter agreement. Even if that was not the case, I fail to see how such events are relevant.

⁶⁵ I note also that Mr. Queens’s Affidavit indicates that he submitted a Memorandum to the County Board on April 23, 2019, with an overview of TPA’s status and action taken. He averred that the packet also included an overview of the Hyde-approach, a detailed opposition to the Charter Office’s recommendation, a copy of TPF’s revised and updated charter renewal application, and a multitude of other material.

⁶⁶ Although it was not clear if it was submitted, Ms. Peterson testified that TPF put together a document entitled “March 18 Site Visit Report Rebuttal Points,” presumably to respond to PGCPSS or in preparation for the May 2019 County Board meeting. It is a very detailed rebuttal of the findings of the Site Visit Report. (TPF Ex. 43.) The evidence also shows that Mr. Ajakaye made a presentation at a County Board meeting in the Spring of 2018, and he and numerous other parents sent emails to County Board members to plead with them not to close the school. (TPF Ex. 49; *see also* Test. Ajakaye, Tr. vol. 1, at 213-14.)

Furthermore, according to TPF, the Board Action Summary was presented to the County Board by PGCPS without providing the TPF Board with any oral or written reason for the non-renewal recommendation, in violation of TPF's due process rights. However, the MSBE Opinions cited by TPF do not support its position that PGCPS was required to provide the rationale for its decision to TPF. *See Cecil Pub. Charter High Sch. v. Cecil Cty. Bd. of Educ.*, No. 08-38 (Md. State Bd. of Educ. Aug. 26, 2008); *Chesapeake Pub. Charter Sch. v. St. Mary's Cty. Bd. of Educ.*, No. 05-23 (Md. State Bd. of Educ. July 20, 2005). Those decisions have to do with a requirement that a *local board* provide the rationale for its decision. In addition, the Site Visit Report includes a Final recommendation section showing PGCPS' rationale for its recommendation, and the Board Action Summary also sets forth PGCPS' rationale. If TPF is asserting that the County Board did not provide its rationale, an examination of the County Board's Resolution and the related Board Action Summary show that is not the case.

Summary

The MSBE has noted:

As we have said in the past, no evaluation process is perfect. We reiterate this Board's recent statement in *Somerset Advocates for Education v. Somerset County Board of Education*: "This Board looks at the evaluation process as a whole to determine if the process itself was so unfair that it resulted in an arbitrary decision. Although pieces of the whole process may be imperfect, imperfection does not necessarily mean the process is arbitrary." The CCPS application and evaluation process as a whole was a fair one, in our view.

Friends of the Bay Arts & Sci. Pub. Charter Sch., at 6-7 (Md. State Bd. of Educ. Apr. 10, 2008) (citations omitted).

While the evaluation process in this case was not perfect, as a whole, it was fair and not arbitrary or unreasonable. Furthermore, as discussed above, a preponderance of the evidence does not establish that the County Board's decision is illegal because it resulted from unlawful procedure and/or was an abuse of the County Board's discretionary powers.

Mr. Shackelford presented as sincere and genuinely committed to improving the academic status and the lives in general of students in Prince George's County. His testimony and the evidence indicate that he and the TPF Board tried during the 2018-2019 school year to address governance concerns. In addition, they made some unsuccessful attempts to find a new facility. Unfortunately, a preponderance of the evidence indicates that Mr. Shackelford and TPF Board members lacked the necessary ability to adequately serve in their respective capacities and that it was too late by the time of the County Board's decision to conditionally renew for the 2018-2019 school year, to play catch-up in areas of concern that had not been sufficiently addressed for years.

As Dr. Bryant testified: "[I]n public education . . . on behalf of the tax paying citizens, the school district is accountable for ensuring that the policies and standards that are in place are complied with. There should be opportunity for any entity to accomplish that and, [TPF] has had a lengthy tenure with an opportunity to do so. . . . the school district being accountable to the citizens, had to impose some accountability here." (Test. Bryant, Tr. vol. 4, at 838.)

CONCLUSIONS OF LAW

I conclude, as a matter of law, that Turning Point Foundation, Inc., failed to prove the Board of Education of Prince George's County's decision not to not renew Turning Point Foundation, Inc.'s Charter Agreement as the governing body of Turning Point Academy Public Charter School was arbitrary or unreasonable because it is contrary to sound educational policy or a reasoning mind could not have reasonably reached the decision. *Bd. of Educ. of Somerset Cty. v. Somerset Advocates for Educ.*, 189 Md. App. 385 (2009); *Northwood Appold Cmty. Acad. Pub. Charter Sch. v. Balt. City Bd. of Sch. Comm'rs*, No. 14-04 (Md. State Bd. of Educ. Feb. 25, 2014); *Friends of the Bay Arts & Sci. Pub. Charter Sch. v. Calvert Cty. Bd. of Educ.*, No. 08-21 (Md. State Bd. of Educ. Apr. 10, 2008); *Piscataway Creek Montessori Cmty., Inc. v. Prince*


George's Cty. Bd. of Educ., No. 07–21 (Md. State Bd. of Educ. Apr. 24, 2007); *Imagine Belair Edison Charter School v. Baltimore City Board of School Commissioners*, No. 06–16 (Md. State Bd. of Educ. May 24, 2006); COMAR 13A.01.05.06A, B.

I further conclude, as a matter of law, that Turning Point Foundation, Inc., failed to prove the Board of Education of Prince George's County's decision not to renew Turning Point Foundation, Inc.'s Charter Agreement as the governing body of Turning Point Academy Public Charter School was illegal because it resulted from unlawful procedure and/or was an abuse of the Board of Education of Prince George's County's discretionary powers. COMAR 13A.01.05.06C.

RECOMMENDATION

I **RECOMMEND** that the Maryland State Board of Education **AFFIRM** the Board of Education of Prince George's County's decision not to renew Turning Point Foundation, Inc.'s Charter Agreement as the governing body of Turning Point Academy Public Charter School.

March 2, 2020
Date Decision Issued


Eileen C. Sweeney
Administrative Law Judge

ECS/emh
#183900

NOTICE OF RIGHT TO FILE EXCEPTIONS

A party adversely affected by this Proposed Decision has the right to file written exceptions within fifteen (15) days of the Proposed Decision; written responses to the exceptions may be filed within fifteen (15) days of the filing of exceptions. COMAR 13A.01.05.07F. Exceptions and responses shall be filed with the Maryland State Department of Education, Maryland State Board of Education, 200 West Baltimore Street, Baltimore, Maryland 21201-2595, with a copy to the other party or parties. The Office of Administrative Hearings is not a party to any review process.

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TURNING POINT * BEFORE EILEEN C. SWEENEY,
 FOUNDATION, INC., * AN ADMINISTRATIVE LAW JUDGE
 APPELLANT * OF THE MARYLAND OFFICE
 v. * OF ADMINISTRATIVE HEARINGS
 PRINCE GEORGE'S COUNTY *
 BOARD OF EDUCATION * OAH No.: MSDE-BE-12A-19-23602

* * * * *

APPENDIX — EXHIBIT LIST

I admitted the following exhibits offered by TPF:

- | | | |
|----|---|--------------------|
| 1. | Board Action Summary | June 2018 |
| 2. | Board Action Summary | April 25, 2019 |
| 3. | TPA Renewal Site Visit Report | 2019 |
| 4. | Vincent Queen Letter to Board of Education | March 27, 2019 |
| 5. | TPA Letter to Parents and Faculty | April 24, 2019 |
| 6. | Letters of Support | May 2, 2019 |
| 7. | Greater Capacity Consortium Comments in Support of
Turning Point Academy | March 20, 2018 |
| 8. | TPA Proposal to Remain Open and Operational
under the Leadership of Turning Point Foundation, Inc. | |
| 9. | Turning Point Foundation Renewal Application with
Attachments (listed below) | March 2019 |
| 9A | Roster of Board Members | |
| 9B | Resumes of Board Members | |
| 9C | Conflict of Interest Forms | |
| 9D | TPF Executive Director Roles and Responsibilities | |
| 9E | TPA Job Description for Board Officers and Members | |
| 9F | TPA Board Organizational Chart | |
| 9G | IRS Form 990 | |
| 9H | Auditor's Report | 2017-2018 |
| 9I | TPA Executive Director Annual Goals | 2018-2019 |
| 9J | TPA School Improvement Plan | 2018-2019 |
| 9K | Projected Five Year Budget and Projections | |
| 9L | TPA Board Annual Strategic Plan | 2018-2019 |
| 9M | Turning Point Academy School Climate Survey (Staff) | February 2019 |
| 9N | Turning Point Academy School Climate Survey (Parents) | February 2019 |
| 9O | Integrated Character Calendar | 2018-2019 |
| 9P | Executive Director Performance Evaluation Tool | September 12, 2018 |

9Q	Greater Capacity Consortium Governance Facilitation Activities	2018-2019
9R	TPA Board Newsletter	Winter 2018/Spring 2019
10.	TPA Letter to Faculty and Staff Regarding 2018-2019 Goals	
11.	Parent Discovery Night and Grandparents Day Flyers	September 2018
12.	Financial Deep Dive Power Point for Parents and Faculty	March 2019
13.	Comparative School and Testing Data	
14.	Jeff Lund Emails – Hyde Professional Development Support Calendar	July 25 & 27, 2018
15.	Shackelford and Young Emails - Hyde Professional Development	September 18, 2018
16.	TPA Professional Development Calendar	
17.	Charter School Governance Training – Certificates of Participation	2015-2016
18.	TPA Board Retreat Agenda and Action Plan	February 2019
19.	Turning Point Academy Power Point – Professional Development	
20.	No Exhibit	
21.	Board of Directors Meeting Agenda and Minutes	March 5, 2018
22.	Board of Directors Meeting Agenda and Minutes	April 9, 2018
23.	Board of Directors Meeting Agenda	July 31, 2018
24.	Board of Directors Meeting Agenda	August 6, 2018
25.	Board of Directors Meeting Agenda and Minutes	September 10, 2018
26.	Board of Directors Meeting Agenda and Minutes	October 1, 2018
27.	Board of Directors Meeting Agenda and Minutes	October 15, 2018
28.	Board of Directors Meeting Agenda and Minutes	November 5, 2018
29.	Board of Directors Meeting Agenda and Minutes	December 3, 2018
30.	Board of Directors Meeting Agenda	January 7, 2019
31.	Executive Committee Meeting Minutes	February 2019
32.	Board of Directors Meeting Agenda and Minutes	March 4, 2019
33.	Board of Directors Meeting Agenda and Minutes	March 21, 2019
34.	Board of Directors Meeting Agenda and Minutes	May 6, 2019
35.	Shackelford Email – Possibility Facility and Reimbursement	October 11, 2018
36.	TPA Letter regarding Middleton Valley	January 7, 2019
37.	Shackelford Email – Parent Teacher Meeting Middleton Valley	February 20, 2019
38.	Flyer - Parent Teacher Meeting Middleton Valley	February 2019
39.	Shackelford Email to Clomax – Turning Point Academy Parent Survey	March 14, 2019
40.	Middleton Valley Photographs	Fall 2019
41.	Shackelford Emails to Burroughs and Quinteros-Grady	4/1/ 2018; 3/7/2018
42.	TPA Milestones/Accomplishments – 1st Semester	2018-2019
43.	March 18 Site Visit Report Rebuttal Points	Spring 2019
44.	Power Point – TPA Charter Renewal Status Update	Spring 2019

- | | | |
|-----|---|---------------------|
| 45. | Power Point - Briefing to Prince George's County Schools on Turning Point Academy Charter Renewal Application | March 18, 2019 |
| 46. | PGCPSS Letter to Parents and Guardians | March 1, 2018 |
| 47. | Shackelford Emails – August 1st TPA Conditions Met
July 25, 2018 | 7/25/2018, 8/1/2018 |
| 48. | Shackelford Email | August 13, 2018 |
| 49. | Opeyemi Ajakaye Statement at Board of Education Meeting | Spring 2019 |
| 50. | Opeyemi Ajakaye Statement at May 5, 2019 Board of Education Meeting | May 5, 2019 |

I admitted the following exhibits offered by the County Board:

Section 1: Charter Agreements

- | | | |
|----|---|----------------------|
| 1. | PGCPS Charter School Agreement with TPF, Inc. | 7/1/2014 - 6/30/2017 |
| 2. | PGCPS Charter School Renewal Agreement with TPF, Inc. | 7/1/2018 - 6/30/2019 |

Section 2: Site Visit Reports

- | | | |
|----|--------------------------|------|
| 3. | Annual Site Visit Report | 2013 |
| 4. | Annual Site Visit Report | 2014 |
| 5. | Annual Site Visit Report | 2015 |
| 6. | Annual Site Visit Report | 2016 |
| 7. | Annual Site Visit Report | 2017 |
| 8. | Annual Site Visit Report | 2019 |

Section 3: Charter Renewal Documents

- | | | |
|-----|--|------------------------------|
| 9. | Turning Point Foundation, Inc. Application for Renewal | 2016-2017 |
| 10. | Turning Point Academy Charter Renewal Application Report | 11/15/2016 (first submitted) |
| 11. | Turning Point Foundation Renewal Application – Revised | March 2019 |
| 12. | Email, Agenda for TPA Site Visit with attachment | 3/14/2019 |
| 13. | Turning Point Foundation Renewal Presentation | 3/18/2019 |
| 14. | Letter from Vincent Queen | 3/27/2019 |

Section 4: Board of Education Action Summaries and Board Minutes

- | | | |
|-----|---------------------------|-----------|
| 15. | Board Action Summary | 2/3/2014 |
| 16. | Minutes | 2/25/2014 |
| 17. | Board Follow-up Responses | 3/13/2014 |
| 18. | Minutes | 3/13/2014 |
| 19. | Board Action Summary | 6/7/2018 |
| 20. | Minutes | 6/7/2018 |
| 21. | Minutes | 6/28/2018 |
| 22. | Board Action Summary | 4/25/19 |
| 23. | Minutes | 4/25/2019 |
| 24. | Minutes | 5/9/2019 |

Section 5: TPA Climate Surveys

- 25. Parent Responses
- 26. Staff Responses
- 27. Turning Point Parent/Staff Survey Trends

Section 6: Turning Point Foundation, Inc. Governing Board

- 28. Governing Board Roster 2018-2019

Section 7: Letters of Concern

- 29. Letter to P. Shackelford 2/24/2017
- 30. Renewal recommendation letter 8/9/2017
- 31. Parent Letter 3/1/2018
- 32. Letter to V. Queen 3/1/2018
- 33. Email re: Non-responsiveness to parent 4/24/2019

Section 8: TPF Board Meeting Minutes

- 34. Minutes 11/5/2018
- 35. Minutes 12/3/2019
- 36. Minutes 3/21/2019

Section 9: TPF Professional Development Plan

- 37. Hyde Foundation: Board PG Service Proposal
- 38. Hyde Foundation: Executive Director Service Proposal
- 39. Hyde Foundation: School Principal Service Proposal
- 40. Greater Capacity Consortium Proposed Governance Facilitation

Section 10: Curriculum Vitae

- 41. Charlotte Jarvis Cureton
- 42. Jackie L. Boddie, Ed.D
- 43. Gwendolyn W. Bryant-Jones

Section 11: Facilities Issues

- 44. Construction Plan Approval 4/24/2016
- 45. Facility Cost 8/25/2016
- 46. Fire Code Violation 6/5/2016
- 47. Health Room 11/7/2018
- 48. Heat Issues 1/6/2017 & 12/6/2017
- 49. Maryland Department of Health 5/18/2018
- 50. Middleton Valley 4/9/2019
- 51. Mold 1/30/2017 - 6/12/2018
- 52. No Exhibit Offered
- 53. Potential Financer 4/20/2016
- 54. Termites 10/6/2017
- 55. Turning Point Academy Security System 3/17/2016
- 56. Trailers 2/23/2017 - 10/24/2019
- 57. Weekend Use of Classes 8/29/2016 - 2/12/2018

Additional Exhibits

- 58. Safety Office Inspection/Investigation 4/1/2019
- 59. Affidavit of Jerlys Stewart
- 60. Affidavit of Loretta White
- 61. Not Admitted (PGCPS AHERA Homogenous Area Assessment (“Redbook”))