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|------------------------------------|---|-----------------------------------|
| STATE OF SOUTH CAROLINA |) | SOUTH CAROLINA HIGH SCHOOL LEAGUE |
| |) | APPELLATE PANEL |
| COUNTY OF CHESTER |) | |
| Stacie Elizabeth Gaines |) | |
| Appellant, |) | |
| |) | APPEAL FROM EXECUTIVE COMMITTEE |
| In Re: |) | |
| Quinton Scout Wallace |) | |
| <u>A minor under the age of 18</u> |) | |

YOU WILL PLEASE TAKE NOTICE that the Appellant, by and through her undersigned legal counsel, moves pursuant to Article VIII of the South Carolina High School League Constitution this Honorable Appellate Panel reverse the decision of the South Carolina High School Executive Committee in denying Quinton Scout Wallace eligibility to participate in Football at Lewisville High School in this his Senior Year. The grounds for this appeal are as follows:

FACTS OF THE CASE / SITUATION

Quinton Scout Wallace (hereinafter referred to simply as “Scout”) is a high school senior enrolled at Lewisville High School in Chester County, South Carolina. Scout’s biological parents are Alexander M. Wallace and Stacie Elizabeth Gaines. Mr. Wallace and Ms. Gaines were married for roughly 10 years primarily residing in Chester County, South Carolina. Mr. Wallace and Ms. Gaines were divorced in 2009 pursuant to a Final Decree of Divorce in Chester County, SC. Mr. Wallace and Ms. Gaines move to York County, South Carolina. Legally speaking Ms. Gaines was awarded primary custody of Scout. In 2016/17 Scout attended Rock Hill High School as a high school freshman while living primarily with his mother in the Rock Hill High School district. Ms. Gaines remarried to Scout’s stepfather Jamell Gaines in summer of 2017. Scout’s mother and stepfather relocated to Ms. Gaines’s family property in Chester

County, SC in the Lewisville School District shortly after their marriage in Summer of 2017. Scout attended Lewisville High School based on a change in residency for his sophomore year of 2017/2018. Scout played football at Lewisville High School his sophomore year at Lewisville High School, but his mother's work schedule changed and the family made a decision to change Scout's school to York Comprehensive High School for his junior year of 2018/19. The basis for this decision was that Scout's stepfather Jamell Gaines is and was employed as a York County School District Employee and was an assistant coach for York Comprehensive High School at that time. Scout was originally denied eligibility for participation in varsity sports, but upon appeal by York Comprehensive High School was granted immediate eligibility on a Hardship Exception Waiver to play football his junior year of high school. Shortly after attending York Comprehensive High School Scout moved in with his father Alexander M. Wallace in York County, South Carolina to be closer to school and to minimize his transportation time/danger between school and home. Mr. Wallace resided less than 10 miles from York Comprehensive High School and was a ranking York County Sheriff's Deputy. This change in residence made the most practical sense. Scout was closer to his school and his stepfather was an assistant coach on the football team. Football season ended and changes started happening quickly. The head football coach at York Comprehensive High School Bobby Carroll resigned from his position in mid-December 2018. Scout's stepfather would be leaving the program with the retirement of coach Carroll. Scout had missed living at home in Chester County with his other siblings. Scout wanted to move back home so he did just that after discussing things with his parents. Between semesters in the 2018/19 junior year for Scout he moved back home with his mom, stepfather and siblings to Chester County and started attending Lewisville High School as a Junior. In February 2019 YCHS Athletic Director Joey Moore and

YCHS Principal Ryan Poston were the coauthors of a letter to Lewisville High School Athletic Director Rusty Pemberton stating that Scout left YCHS as a “student in good standing with no discipline issues.” On March 15, 2019 Tammy Snipes as Principal at Lewisville High School applied for a Hardship Exception for Quinton Scout Wallace to be given a waiver for eligibility to play Football his senior year at Lewisville High School. Athletic Director Rusty Pemberton and Principal Tammy Snipes were the coauthors of a letter to Commissioner Jerome Singleton that accompanied The Application for Hardship Exceptions and the letter from YCHS Principal and AD. Lewisville High School’s application for a Hardship Exception for Quinton Scout Wallace was denied by Commissioner Jerome Singleton. Lewisville High School appealed the denial to the South Carolina High School League Executive Committee. The appeal was denied.

APPLICABLE BYLAWS (SECTION 10 G)

Section 10 Transfers- A transfer student will be ineligible for a period of one calendar year at the new school unless he/she transfers under one of the circumstances set forth in subsections (A) through (N) below and only if he/she meets the following two criteria irrespective of whether he/she moves under one of the circumstances set forth in subsections (A) through (N). An ineligible transfer student meeting the two criteria, but not any of the circumstances of subsection (A) through (N) may compete with LIMITED ELIGIBILITY only, and must have a letter of support from the principal of the school from which the athlete is eligible. The student cannot have participated in the sport in which he/she wishes to be certified during the current school year. This type transfer of eligibility is only allowed once every (365 days) calendar year and only applicable to inter-district transfer

1. The student must be eligible to represent the school from which he/she transferred.

2. The student would be ineligible in the sport for one calendar year if the student has participated on an outside team in which a coach or volunteer coach from the school to which the student is transferring coached or had input into the selection of the outside team. This second criteria does not apply if the student is transferring from a nonmember school and had attended the non-member school the previous two semesters.

In addition to the two requirements set forth above, a student must also transfer under one of the following circumstances to be immediately eligible

G. A student, whose parents separate by court action or divorce and establish residency in different areas, has the option of establishing eligibility with either parent.

1. The separation must be by court action, signed by a judge or stamped by clerk of court.
2. A transfer of schools must take place prior to the beginning of the following school year.
3. If an in-state student later transfers to the other parent, he/she will have a one year's waiting period unless the change of residence is necessary because of the death of the other parent.
4. If the separation by court action and/or divorce occurred prior to the student entering the 9th grade and has been for a period longer than one calendar year, the student may move to the other parent one time and be given immediate eligibility. The student cannot have participated in the sport in which he/she wishes to be certified during the current school year.

ANALYSIS

This analysis really takes place in a two-prong test. The first prong has two requirements that must be met to move on to the second prong. Part one of the first prong requires that “The student must be eligible to represent the school from which he/she transferred.” It is clear from the attached letter in February 2019 coauthored by YCHS Athletic Director Joey Moore and YCHS Principal Ryan Poston to Lewisville High School Athletic Director Rusty Pemberton that Scout left YCHS as a “student in good standing with no discipline issues.” Part two of the first prong states that, “The student would be ineligible in the sport for one calendar year if the student has participated on an outside team in which a coach or volunteer coach from the school to which the student is transferring coached or had input into the selection of the outside team.” Scout did not play football for any “outside team” at all and definitely not for one “in which a coach or volunteer coach from the school to which the student in transferring coached or had input into the selection of the outside team.” This is obviously a test aimed at illegal recruiting. This situation couldn’t be further from that type of issue.

Lastly, we move on to part G as the relevant second prong of this test in determining Scout’s eligibility. Part G clearly states that, “A student, whose parents separate by court action or divorce and establish residency in different areas, has the option of establishing eligibility with either parent.” Scout’s parents Mr. Wallace and Ms. Gaines did divorce pursuant to a Court Action as evidenced in the attached Decree of Divorce and did establish residencies in different areas (different school districts and even different counties at times). Part G Subsection (1) states, “The separation must be by court action, signed by a judge or stamped by clerk of court.” The attached divorce decree is stamped by the clerk of court and signed by a judge. Part G Subsection (2) states, “A transfer of schools must take place prior to the beginning of the

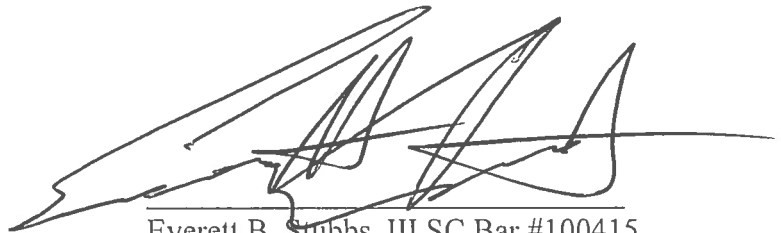
following school year.” It is clear from the attached letters from both schools that Scout transferred mid-year between semesters in 2018/19 prior to the beginning of the 2019/20 school year. Part G Subsection (3) states, “If an in-state student later transfers to the other parent, he/she will have a one year's waiting period unless the change of residence is necessary because of the death of the other parent.” Subsection (3) refers to a second change of residency and is irrelevant to this set of facts and circumstances. Subsection (4) is the real decision maker under Scout’s life situation and circumstances. Subsection (4) states that, “ If the separation by court action and/or divorce occurred prior to the student entering the 9th grade and has been for a period longer than one calendar year, the student may move to the other parent one time and be given immediate eligibility. The student cannot have participated in the sport in which he/she wishes to be certified during the current school year.” Scout was enrolled at YCHS in Fall of 2018 as a junior playing football at YCHS after being granted a Hardship Waiver on other non related grounds to participate in varsity sports. Scout moved in with his father as evidenced in his father’s sworn affidavit that is attached. It is clear from the attachments that Scout’s parents divorced prior to his 9th grade year and that the divorce took place in an excess of a period longer than one calendar year from the date of his transfer from YCHS to Lewisville High School. Pursuant to Section 10 (G) (4) Scout is allowed to “move to the other parent one time and be given immediate eligibility.” That is exactly what took place here. Scout moved from his father Alex Wallace’s residence in York County, South Carolina to his mother’s residence in Chester County, SC.

CONCLUSION

Based upon the facts of the situation and pursuant to Section 10 (G)(4) of the South Carolina High School League Bylaws Quintion Scout Wallace shall be granted immediate eligibility to participate in football during this his senior year at Lewisville High School.

Chester, SC
September 5, 2019

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'E. Stubbs, III', written over a horizontal line.

Everett B. Stubbs, III SC Bar #100415
GASTON, MARION & STUBBS, P.A.
124 Gadsden Street
P.O. Box 608
Chester, SC 29706
Phone: (803) 385-2114
Fax: (803) 385-2131
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Alexander M. Wallace)

In Re:)

AFFIDAVIT

Quinton Scout Wallace)
_____)

PERSONALLY appears before me Affiant **Alexander M. Wallace**, who after being duly sworn states and says:

My name is Alexander M. Wallace and I am the father of Quinton Scout Wallace. I reside in York County, South Carolina and am employed as a York County Sheriff's Deputy. My son Scout moved in with me and resided mainly with me while he was a student at York Comprehensive High School in Fall 2018. Scout lived with me because my home was much closer than his mother's to York Comprehensive High School. It was easier on Scout and more convenient for him to reside with me while he attended York Comprehensive High School. Scout's mother and I divorced in 2009 and Scout has lived with both of us at various times. For various reasons, Scout moved from my home to his mother's home around Christmas 2018 before the spring semester of his sophomore year in the 2018/18 school year. When Scout moved to his mother's house he enrolled in Lewisville High School where his mother's residence is zoned for.

I have read the foregoing Affidavit, have examined the attached exhibits (if any), and to the best of my knowledge, information and belief, the contents hereof are true, accurate, and correct. I hereby acknowledge receipt of a copy of this affidavit.

SWORN to and subscribed before me at Chester, South Carolina, this 5th day of SEPTEMBER, 2019.

Jan D. Kubacki (SEAL.)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: Sept 4 2023

Alexander M. Wallace
Affiant

STATE OF SOUTH CAROLINA)
RECEIVED BY)
CHESTER COUNTY 2009 OCT 29 P 2:35)

IN THE FAMILY COURT OF THE
SIXTH JUDICIAL CIRCUIT

Alexander McKee Wallace)
FAMILY COURT)
CHESTER, SC 29705)

Plaintiff,)

versus)

Stacie Elizabeth Wallace,)

Defendant.)

DECREE OF DIVORCE

File Book # 2008DR1200341

HEARING DATE: October 15, 2009.
TRIAL JUDGE: Brian M. Gibbons.
PLAINTIFF'S ATTORNEY: Thomas F. McDow and Erin U. Fitzpatrick
DEFENDANT'S ATTORNEY: W. Darnell Newton.
COURT REPORTER: LaToya C. Perry.
GUARDIAN AD LITEM: None.

Statement of the Case

1. This case came before me for a final hearing as shown. Each party was present.
2. The summons and complaint were filed in the office of the clerk of court Chester County on November 13, 2008. The defendant was served with the summons and complaint on November 14, 2008. Because the parties were able to reach a temporary and final agreement, the defendant has not filed responsive pleadings.
3. The plaintiff seeks a decree of separate maintenance and support, child custody, child support, and equitable apportionment of property and debts. Prior to the taking of testimony the plaintiff moved to amend the pleadings to seek a seek a divorce on the ground of the separation of the parties without cohabitation for a period in excess of one year. The motion was granted without objection.



4. This Court has jurisdiction of the subject matter of this action and personal jurisdiction of the parties. Before to the start of this hearing I attempted to reconcile the parties as required by S. C. Code Ann. Section 20-3-90 but such efforts were unavailing. The requirements of the South Carolina Rules of Family Court and all statutory and common law procedural requirements have been met.

5. The plaintiff testified. The plaintiff's testimony as to the grounds for divorce was corroborated by Brian Schettler, co-worker of the plaintiff. I have considered the pleadings of the parties, the testimony and exhibits, the financial declarations required by Rule 20, SCRFC, and the arguments of counsel. I questioned the parties to the extent necessary.

FINDINGS OF FACT

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

Jurisdiction and Venue

7. The parties are residents of Chester, South Carolina, and have been for more than three months immediately preceding the filing of the summons. The parties last resided together as husband and wife in Chester, South Carolina. The residence requirement of S. C. Code Ann. Section 20-3-30 has been met. Jurisdiction is based upon S. C. Code Ann. Section 63-3-530 and venue is based upon S. C. Code Ann. Section 20-3-60.

Marriage

8. The parties married September 11, 1999, at York County, South Carolina, and are husband and wife. This is the second marriage for both parties.

A handwritten signature and initials, possibly "JB2", written in black ink.

Children

9. Three children were born to the marriage: McKenna Elizabeth Wallace born May 28, 2000; Quinton Scout Wallace born July 10, 2002; and Zan McKee Wallace born February 5, 2006.

Grounds for Divorce

10. An absolute divorce may be granted upon the grounds that the parties have lived separate and apart for a period of one year. S. C. Code Ann. § 20-3-10(5).

11. The parties separated on July 14, 2008. The separation of the parties has continued without cohabitation for a period in excess of one year.

Absence of Collusion

12. S.C. Code Ann. § 20-3-20 requires, "If it shall appear to the satisfaction of the court that the parties to any divorce proceeding colluded or that the act complained of was done with the knowledge or assent of the plaintiff for the purpose of obtaining a divorce the court shall not grant such divorce." *McLaughlin v. McLaughlin*, 244 S.C. 265, 136 S.E.2d 537 (1964), held that "A divorce will not be granted on the uncorroborated testimony of a party or the parties to the suit; however, as the main reason for the rule is to prevent collusion, it is not generally deemed inflexible and may be relaxed where it is evident that collusion does not exist." The parties have not colluded and the act or acts complained of by the plaintiff were not done with the knowledge or assent of the plaintiff for the purpose of obtaining a divorce.



Agreement

13. Litigants are encouraged to reach agreements on marital issues; however, it is the duty of the Family Court to rule upon the fairness of the agreement. *McKinney v. McKinney*, 274 S.C. 95, 261 S.E.2d 526; *Fishl v. Fishl*, 272 S.C. 297, 251 S.E.2d 743; and *Drawdy v. Drawdy*, 275 S.C. 76, 268 S.E.2d 30.

14. The parties have reached the following agreement in complete settlement of all issues that are pending before this Court or that could have been raised in this proceeding. This agreement makes final the agreement outlined in the temporary order:

- a. The parties shall have joint custody of McKenna Elizabeth Wallace, Quinton Scout Wallace and Zan McKee Wallace, sharing both physical custody and responsibilities.
- b. The father shall have physical custody as follows:
 - i. The father will have physical custody on the weekends from six p.m. Friday through six p.m. Sunday, except that the mother may elect one weekend each month that will be reserved to her.
 - ii. The father shall also have exclusive custody Wednesday evenings from 5:30 p.m. until the start of school Thursday mornings.
 - iii. The period from two p.m. December 18 through two p.m. Christmas Day each year is specifically reserved for the mother. The father shall have exclusive custody from two p.m. Christmas Day through two p.m. New Year's Day each year.
 - iv. Each party shall have four consecutive or non-consecutive weeks of exclusive custody during the summer vacation each year with the mother choosing her weeks first during odd numbered years and the father choosing his weeks first during the even number years. The parties shall make their choices by May 1 of each year.

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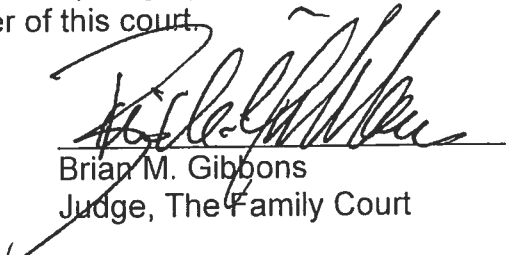
- v. The spring or Easter break each year is specifically reserved for the mother. The father shall have the children for the Thanksgiving holiday each year.
- vi. The father shall pay child support of \$563 per month in two equal installments of \$281.50 on the first and sixteenth days of each month directly to the mother beginning January 16, 2009. A copy of the Department of Social Services child support worksheet is attached. The father shall catch up any arrearage as of October 15, 2009, by April 15, 2010, but shall make monthly payments toward the arrearage of at least \$100.
- c. The father shall maintain medical insurance on McKenna Elizabeth Wallace, Quinton Scout Wallace and Zan McKee Wallace as an incident of child support. Any uninsured medical expense shall be shared by the parents equally.
- d. Neither party shall pay alimony, separate maintenance, and support to the other.
- e. Each party shall have the use of the real and personal property presently within his or her possession. This includes the marital home and the 2004 Toyota Camry in the mother's possession and the 2008 Dodge Ram 1500 in the father's possession.
- f. Each party will pay any debt that is secured by property in that parties possession. In addition, the father shall pay the Founders Federal Credit Union Visa, the Sears debt, and the Chase credit card debts. Such payments shall be made as they come due. The party responsible for paying the debt shall hold the other party harmless for the payment of that debt. If the mother can show any amounts paid by her for debts allocated to the father between January 24, 2009, and October 15, 2009, the father will reimburse the mother by January 15, 2010.
- g. The parties are mutually restrained from having overnight paramours in the presence of the children.
- h. The mother shall claim two children and the father shall claim one child each year when filing tax returns.
- i. Neither party seeks an award of attorney's fees and thus no attorney's fees are ordered.

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a flourish.

15. The agreement of the parties is voluntary, it is understood by each party, and it is fair and equitable. It should be approved and adopted as the order of this Court.

IT IS THEREFORE ORDERED:

- a. The plaintiff Alexander Mckee Wallace is granted an absolute divorce from the defendant Stacie Elizabeth Wallace upon the ground of the separation of the parties without cohabitation for a period in excess of one year
- b. The agreement of the parties as stated in paragraph fourteen above is approved and is adopted as the order of this court.



Brian M. Gibbons
Judge, The Family Court

October 26, 2009

Child Support Calculation

Case Name: *Alexander McKee Wallace versus Stacie Elizabeth Wallace*
 2008 -DR- 12 - 00341

| | <u>Father</u> | <u>Mother</u> | |
|-------------------------------|---------------|---------------|-------|
| Gross Monthly Income: | 4,652 | 2,358 | |
| Alimony Paid/Received: | 0 | 0 | |
| Other Support Obligations: | 0 | 0 | |
| <u>Additional Dependents:</u> | <u>0</u> | <u>0</u> | |
| Total Monthly Income: | 4,652 | 2,358 | |
| Combined Monthly Income: | | | 7,010 |

| | | |
|--------------------|---------------------------|-------|
| Number of Children | Basic Support Obligation: | 1,291 |
| Father: 0 | | |
| Mother: 3 | | |

| | <u>Father</u> | | <u>Mother</u> | | |
|---------------------------------|---------------|------------|---------------|------------|-------|
| <u>Additional Support Items</u> | <u>Gross</u> | <u>Net</u> | <u>Gross</u> | <u>Net</u> | |
| Children's Health Ins.: | 124 | | 0 | | |
| Extraordinary Med. Exp.: | 0 | | 0 | | |
| <u>Child Care Cost:</u> | <u>0</u> | <u>0</u> | <u>210</u> | <u>151</u> | |
| Total: | 124 | + | 151 | - | 275 |
| Total Combined Child Support: | | | | | 1,566 |

Percentage of Income: 66.4 % Father 33.6 % Mother

Shared Custody Calculation !!

147 Overnight Visitations

| | | | | | | |
|---------------------|-----|--------|-------------|---|-----|-------------|
| Monthly Child Spt.: | 563 | 591.15 | <u>+ 5%</u> | 0 | .00 | <u>+ 5%</u> |
| Twice A Month: | 282 | 296.10 | | 0 | .00 | |
| Every 2 Weeks: | 260 | 273.00 | | 0 | .00 | |
| Weekly: | 130 | 136.50 | | 0 | .00 | |

Result: Father Pays \$ 563 A Month.

Licensed To Thomas P. McDow

Traxler's Child Support Calculator 2006 Version 1.0 (2006 Guidelines)

Prepared By: Thomas F. McDow
 Attorney For Alex McKee Wallace
 January 08, 2009



Application for Hardship Exceptions

South Carolina High School League

PO Box 211575

Columbia, SC 29221-6575

803-798-0120 Fax: 803-731-9679

A waiver of the South Carolina High School League eligibility is possible under By-Laws, Article III, Section 5 of the League's Handbook and may be considered if conditions exist or existed causing a student to be in violation of a rule. There cannot be an exception to the age rule. Please complete this form and furnish the additional information needed to develop acceptable proof that the student should be considered for this waiver

1. School applying for exception Lewisville High School
2. Name of Student Quinton Scout Wallace Grade 11
3. Date student enrolled in your school 1/9/2019
4. If a transfer student, list formers school's
Name: York Comprehensive High School
Address: 275 Alexander Love Hwy. York, SC 29745
Principal: Ryan Poston
Telephone: 803-684-2336
5. a. For which rule are you requesting an exception? (Circle One)
Residence/Transfer Four-Year Rule Attendance Academics
b. Special Conditions Criteria: (Circle One)
Extraordinary Circumstances Medical Financial
6. Include a transcript, if it is needed to support the request. (Required for appeal of Four-Year Rule & Attendance/Academic Rule)
7. School officials must include a brief narrative explaining the situation and why they feel this student should be considered for hardship. You must clearly state what you perceive to be the hardship.
8. Include written statements from individuals that have personal knowledge of the facts. We need those persons in authoritative positions such as: school officials; including principals, superintendents, counselors, etc., and doctors, social workers, employers, ministers, etc.
9. Include written statements from parents.
10. Include a written statement of support from the administration of the former school.

Jimmy E. Snipes

Signature of Superintendent or Principal

3-15-19

Date

LEAGUE ACTION

Signed

Date



Lewisville High School

3971 Lewisville School Rd.

Richburg, SC 29729

(803) 789-5131

February 27, 2019

Mr. Jerome Singleton, Commissioner

South Carolina High School League

P.O. Box 211575

Columbia, SC 29221-6575

Dear Mr. Singleton,

Quinton Scout Wallace enrolled back at Lewisville High School on January 9th, 2019 as a current senior. He has always lived with his mother and stepfather in the Lewisville High School attendance area. He transferred back from York Comprehensive High School where he was granted eligibility through an appeal to be able to participate in varsity athletics. His hardship request was based on the fact that his family was unable to provide transportation to and from games and practices. Coupled with the fact that his stepfather will no longer be coaching at York Comprehensive HS and Quinton getting his driver's license, he has returned to Lewisville where he wishes to finish his senior year by playing football. At the time of withdrawal, Quinton was a student in good standing with no discipline issues.

Sincerely,

Tammy Snipes – Principal

Lewisville High School

Rusty Pemberton – Athletic Director

Lewisville High School



**YORK COMPREHENSIVE HIGH SCHOOL
ATHLETIC DEPARTMENT**

275 East Alexander Love Highway
York, South Carolina 29745
TEL: 803-818-6244 FAX: 803-684-1506

February 26, 2019

To: Lewisville High School

Athletic Director- Rusty Pemberton

3971 Lewisville School Road

Richburg, SC 29729

Re: Quinton Scout Wallace

This letter is to inform you that Quinton Scout Wallace transferred to York Comprehensive High School in the Spring of 2018 from Lewisville High School. By rule, Quinton was only eligible for sub-varsity athletic participation. York Comprehensive High School asked for a hardship exception to the rule which was denied by the S.C. High School League. We then appealed the ruling to the League's Executive Committee and Quinton was granted permission to play varsity sports. Quinton played varsity football in the Fall of 2018 at YCHS. Quinton has now withdrawn from York Comprehensive High School and re-enrolled at Lewisville High School. At the time of withdrawal, Quinton was a student in good standing with no discipline issues.

Sincerely,

A handwritten signature in black ink, appearing to read "Joey Moore".

Joey Moore

YCHS- Athletic Director

A handwritten signature in black ink, appearing to read "Ryan Poston".

Ryan Poston

YCHS- Principal



LEWISVILLE HIGH SCHOOL



Aug 2, 2019

To: SCHSL Executive Committee

From: Tammy Snipes, Principal / Lewisville High School

Rusty Pemberton, Athletic Director / Lewisville High School

Dear Executive Committee:

We are writing this to provide you with information concerning our appeal of the SCHSL ruling denying a waiver for Quinton Wallace to be eligible to participate in football at Lewisville High School. The facts are as follows:

- Quinton Wallace and his family have lived in the Lewisville attendance area without interruption. Quinton played football for LHS as a sophomore in the fall of 2017.
- In the spring of 2018, Quinton's mother, Stacie Gaines who works in Charlotte, had a change in her working hours that would prevent her from providing transportation for Quinton. The family decided to transfer Quinton to York High School, where Quinton's step-father, Jamell Gaines, was an off-campus school district employee and an assistant coach on the football team. This would enable him to provide transportation for Quinton during offseason workouts and during the fall. Quinton was granted eligibility and played at York High School during the 2018 season.
- At the conclusion of the 2018 season, York High School had a coaching change and Quinton's step-father was not part of the new staff. Mr. Gaines does still work for the district but he has started his own business, Gaines Installations, which he pursues in the afternoons and weekends.
- Quinton, who now has a driver's license and a vehicle, transferred back to Lewisville High School in January of 2019.
- Quinton has 3 siblings who are currently enrolled in Lewisville area Middle and Elementary schools.
- Currently Quinton is driving 4.2 miles from his home to Lewisville High School, a trip that takes him approximately 6 to 7 minutes. The distance from his home to York Comprehensive High School is 25.6 miles, a trip that would take him approximately 45 minutes on a far busier road.

We are asking for the Committee to hear our appeal and grant Quinton a Hardship Exception for eligibility for his senior season at Lewisville High School on the basis of extraordinary circumstances. Our focus is on the following points presenting a hardship:

- **#1 SAFETY** With the step-father's new business, he is unable to commit to providing transportation for Quinton. Quinton's mother is very concerned with the safety of a first year driver making a 90 minute trip everyday on Highway 5, especially late nights after games or meets.



LEWISVILLE HIGH SCHOOL



- #2 FAMILY Currently, Quinton is in a position to provide transportation and supervision for his younger siblings on some occasions, and he is also available in case of an emergency. If he is attending York HS, he would be unable to do this.
- #3 FINANCIAL For Quinton to drive himself to York High School, the family must provide a vehicle and fuel. Over 50 miles a day for 190 days would present a high fuel cost to a family that has 6 children in the same house.

We feel these things constitute extraordinary circumstances in the case of Quinton and his family. We appreciate the time and effort that the SCHSL Director and the SCHSL Executive Committee put into the eligibility process and we appreciate your careful consideration in this case. Thank you for your help in this matter.

Tammy E. Snipes, Principal

Lewisville High School

3971 Lewisville High School Road

Richburg, SC 29729

To whom this may Concern,

Quinton Wallace and I, Jamell Gaines (his father), are asking for a hardship because I have resigned from all my coaching duties at York Comprehensive High School. I have worked at York High for 10 years but have lived in Richburg for 3 years. Once I knew I was resigning the best thing for us was to bring Quinton back home. York High School is almost one hour away from our home which is too far for him to drive alone on late nights, such as after games or meets. However, Lewisville High School is 5 minutes from our home and the rest of our other kids are in the Chester School District, as well.

Please allow Quinton to continue to participate in Varsity sports with his friends and please do not punish him for my decision to resign from my previous job to start a family business.

I hope you understand our situation is not for athletics. I do respect the rule that is in place and agree that the rule is needed in many cases; however, this situation is an exception.

Thank You

Jamell Gaines