

SUPREME COURT OF NORTH CAROLINA

DOUG TURPIN and NICOLE)
TURPIN,)
Plaintiffs–Appellants,)

v.)

CHARLOTTE LATIN SCHOOLS,))
INC., CHARLES D. BALDECCHI,))
TODD BALLABAN, DENNY S.))
O’LEARY, MICHAEL D. FRENO,))
R. MITCHELL WICKHAM,))
COURTNEY HYDER, IRM R.))
BELLAVIA, PHIL C. COLACO,))
JOHN D. COMLY, MARY))
KATHERINE DUBOSE,))
ADAORA A. ERUCHALU,))
DEBBIE S. FRAIL, DON S.))
GATELY, ISRAEL K.))
GORELICK, JOY M. KENEFICK,))
KARIM LOKAS, JOHN T.))
MCCOY, KRISTIN M.))
MIDDENDORF, A. COY MONK))
IV, UMA N. O’BRIEN, DAVID A))
SHUFORD, MICHELLE A.))
THORNHILL, FLETCHER H.))
GREGORY III, TARA LEBDA,))
and PAIGE FORD,))
Defendants–Appellees.)

From the Court of Appeals
No. COA23-252

From Mecklenburg County
No. 22-CVS-6443

Petition for Discretionary Review
Before a Determination by the Court of Appeals

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Petition for Discretionary Review
Before a Determination by the Court of Appeals

To the Honorable Supreme Court of North Carolina:

Doug and Nicole Turpin petition this Court to certify for discretionary review the trial court’s 13 October 2022 order allowing the motion to dismiss filed by Charlotte Latin Schools, Inc.; its Head of School, Charles Baldecchi; its Head of Middle School, Todd Ballaban; and each member of its board of trustees (collectively, “Latin”) under N.C.G.S. § 7A-31 and Appellate Rule 15(a).¹

This case warrants discretionary review because it raises issues of significant public interest and involves novel legal principles. Latin expelled the Turpins’ children, O.T. and L.T., because the Turpins—consistent with the school’s policies—requested a dialogue about what they saw as a shift in Latin’s climate, culture, and curriculum, abandoning the school’s previously apolitical identity in pursuit of a political agenda.

¹ The order allowed Latin’s motion in part, dismissing eight of the Turpins’ nine claims. On 17 October 2022, the Turpins voluntarily dismissed their remaining claim under Civil Rule 41, thus making the trial court’s decision a final, appealable order. *See, e.g., Bassiri v. Pilliog*, __ S.E.2d __, 2023 WL 1794176, at *4 (N.C. Ct. App. 2023). For ease of reference, the Turpins treat the 13 October order as resolving the whole case in Latin’s favor.

Latin's decision to expel O.T. and L.T. cannot be reconciled with a parent's right to communicate with their children's school about what their children learn and how they are treated. "The liberty interest of parents in the care, custody, and control of their children" is "perhaps the oldest of the fundamental liberty interests recognized by the Supreme Court of the United States." *Wake Cares Inc. v. Wake Cnty. Bd. of Educ.*, 363 N.C. 165, 188, 675 S.E.2d 345, 360 (2009) (cleaned up) (Brady, J., dissenting) (quoting *Troxel v. Granville*, 530 U.S. 57, 65 (2000) (plurality)). That is especially true when parents have concerns about teacher behavior. And that interest is at stake here.

The Turpins' case is one of a growing number asking whether schools can deny parents input on their child's education, even in a private school setting. These cases all recognize that, in some cases, private schools are selling a bad bill of goods—luring parents in by promising a classical, apolitical education only to subvert the parents' wishes by offering a political curriculum. And if those parents respectfully question this perceived politicization only to have the school expel their children, that conduct is unlawful. This Court should grant

discretionary review before determination by the Court of Appeals to make that point clear.

Statement of the Facts and Procedural History

On 10 September 2021, Latin expelled Doug and Nicole Turpin's two children, O.T. and L.T. (R p 3). The expulsion was not because of the children's actions. (R p 60). Instead, Latin punished the children to retaliate against their parents. (R p 61). The Turpins' crime? Asking questions and offering their constructive concerns about what Doug and Nicole perceived to be a politically motivated change in Latin's culture and curriculum. (R pp 60–61).

In mid-2020, in the wake of nation-wide unrest, Latin's board disrupted Latin's apolitical culture, curriculum, and focus by introducing what the Turpins saw as a politically motivated agenda. (R p 14). For example, in a June 2020 letter to the Latin community, school officials adopted buzz words that the Turpins associated with a political agenda and saw as a stark departure from Latin's previous adherence to an apolitical culture and curriculum. (R p 14). During the school year, the Turpins perceived even further politicization, with Latin students being

required to read inappropriate or political materials or being asked inappropriate and politically charged questions. (*See* R p 16).

In response to these changes, a group of concerned parents, including the Turpins, began to meet and discuss how they could constructively bring their concerns to Latin's attention. (R pp 15–16). The group, which called itself Refocus Latin, eventually asked to meet with the school's board, hoping to start a dialogue “about the need for better transparency with parents regarding curriculum and the need for consistency with Latin's Mission and Core Values,” as well as about Latin's “promise of a traditional and apolitical education.” (R pp 16–17). Their request was successful, and the board invited the Refocus Latin parents to speak at its upcoming executive-committee meeting. (R p 17). Before the meeting, the chair assured the group that none of the participants would face retaliation. (R p 17). The Refocus Latin parents, including the Turpins, relied on that promise. (R p 17).

In August 2021, Refocus Latin gave a thorough presentation to the executive committee. (R p 17). The presentation set out the concerns that Refocus Latin had with Latin's new curriculum and with Latin's departure from its formerly apolitical culture. (R p 18). After the

presentation, the board thanked the parents, but declined to engage in an ongoing dialogue. (R p 18). Instead, the board told the parents to take future concerns to the administration. (R p 18).

Latin's administration, faculty, and staff later united against the Refocus Latin parents. In September 2021, just weeks after the Refocus Latin presentation, Charles Baldecchi, Latin's Head of School, held a videoconference with Latin's faculty and staff. (R p 20). During the meeting, he departed from the board's thankful tone, describing the Refocus Latin presentation as "awful," "hurtful," and "a lost cause." Baldecchi also questioned Refocus Latin's goals, condemning the group as set on "ripping [the Latin community's] fabric apart." (R p 20). At the end of the call, Baldecchi asked Latin's faculty and staff to avoid engaging with Refocus Latin's members, including the Turpins, and to direct any questions or concerns about Latin's perceived political agenda, curriculum, or culture to him. (R p 21).

Soon after, Baldecchi expelled O.T. and L.T. from the school. In early September, Doug Turpin asked Todd Ballaban, Latin's Head of Middle School, for a meeting. (R p 21). The Turpins' son, L.T., had experienced two issues in class. The first issue concerned what the

Turpins perceived to be a political agenda being taught in L.T.'s sixth grade humanities class. (R p 21). But the second concerned the same teacher's personal conduct toward L.T., such as forbidding L.T. from taking his mask off to drink water and forbidding him from going to the bathroom. (R p 21). Following the school's policies, including the board chair's explicit direction, Mr. Turpin emailed Ballaban, the teacher's direct supervisor, to ask for an opportunity to discuss these issues. (R p 21). In his email, Mr. Turpin asked to speak with Ballaban "before he addressed it with the teacher." (R p 21).

In his response, Ballaban rejected Mr. Turpin's request and instead told Mr. Turpin that he would investigate the matter. (R p 21). Ballaban promised that he would get back to Mr. Turpin in "a day or two" after he had time to investigate. (R p 21). In the meantime, Ballaban assured Mr. Turpin that there would be "no retaliation by the teacher" and that there would be "no blowback." (R p 22). When Mr. Turpin again requested a meeting before Ballaban met with the teacher, Ballaban declined. (R p 22).

Just over an hour later, and despite the suggestion that he would need two days to investigate properly, Ballaban responded to Mr. Turpin,

claiming that he had “looked into the matter in depth.” (R p 22). In his email, Ballaban asked for an in-person meeting with both Mr. Turpin and Baldecchi, the Head of School. (R pp 21–22). Mr. Turpin agreed and arrived at Latin for the meeting just a few days later. (R pp 22–23).

The meeting was a farce. During the meeting, Baldecchi and Ballaban told Mr. Turpin that they did not believe L.T. (R p 23). After a perfunctory—but civil—discussion, Baldecchi “took out copies of” O.T.’s and L.T.’s enrollment agreements and “summarily expelled” the children. (R p 23). O.T. and L.T. were thus forced “to leave Latin that day and were prohibited” from coming back to the only school they had ever attended. (R p 23).

By expelling O.T. and L.T., Latin violated many of its own policies. Before the 2021–2022 school year, the Turpins had signed two enrollment agreements, one for each of their children. (R p 8; *see also* Doc. Ex. 13–14) [App. 1–2]. Those agreements incorporated a “Parent–School Partnership,” a document attached to the agreements that outlined Latin’s expectations for parents. (R p 8; *see also* Doc. Ex. 15–16) [App. 3–4]. Those expectations included “mutual respect” and “open communication.” Latin invited parents to communicate “directly with the

School” by “sharing any religious, cultural, medical, or personal information the School may need to best serve” its students. (Doc. Ex. 15) [App. 3]. Likewise, parents were told to address their concerns “directly to the appropriate person at the School,” and, in return, Latin promised to “address comments and concerns through direct conversation” with the parents. (Doc. Ex. 15) [App. 3]. The Parent–School Partnership emphasized “mutual respect,” “courtesy,” and “dignity.” (Doc. Ex. 15) [App. 3].

The Partnership also provided Latin with a means to terminate a student’s enrollment. Latin “reserve[ed] the right to discontinue enrollment” if it concluded that a “positive, collaborative working relationship between the School and a student’s parent/guardian . . . [was] *impossible* or *seriously interfere[d]* with the School’s mission.” (Doc. Ex. 16) (emphasis added) [App. 4]. Latin promised to enforce all of its policies in a “fair” and “equitable” manner. (R p 10).

Believing that Latin’s expulsion of O.T. and L.T. was neither fair nor equitable, and having been denied another audience with the board, the Turpins sued Latin in Mecklenburg County Superior Court. On 25 April 2022, the Turpins filed a complaint against Latin, asserting claims

for unfair and deceptive trade practices, fraud, negligent misrepresentation, negligent infliction of emotional distress, negligent supervision and retention, slander, libel, breach of contract, and breach of the implied covenant of good faith and fair dealing. (R pp 3–65). On 18 July 2022, Latin moved to dismiss under Civil Rule 12(b)(6). (R pp 70–75). Following a 20 September 2022 hearing, the trial court allowed Latin’s motion in large part on 13 October 2022. (R pp 78–79). After dismissing their remaining claim on 17 October, (R pp 80–81), the Turpins filed their notice of appeal on 18 October 2022, (R p 82–83). The record on appeal was filed in the Court of Appeals on 22 March 2023.

The Turpins now timely petition this Court for discretionary review before determination by the Court of Appeals. *See* N.C. R. App. P. 15(b)

**Reasons for Granting Discretionary Review
Before Determination by the Court of Appeals**

This Court should allow the Turpins’ petition for discretionary review before determination by the Court of Appeals. As explained below, the issues presented are of great public interest and matter to the law of this State. Under N.C.G.S. § 7A-31(b), discretionary review is proper if a case meets only one of the identified criteria; the Turpins’ case meets two.

I. This case is important to the people of this State.

This Court should allow discretionary review before determination by the Court of Appeals because the subject matter of this appeal has significant public interest. *See* N.C.G.S. § 7A-31(b)(1). This appeal satisfies the public interest test for at least four reasons: The case involves a parent's ability to provide input into their child's education, concerns the well-being of children, asks whether private schools have unrestrained discretion in the way they enforce their enrollment agreements, and presents a clear case of retaliation against the Turpins. Any one of these reasons justifies allowing the Turpins' petition.

First, with North Carolina's many private schools and their students, the public has a substantial interest in resolving the question at the heart of the Turpins' appeal: What rights do parents have to address the things that their children learn, see, and hear in school? True, Latin is private. But that distinction does not make the answer to this question any less important.

Courts have long recognized that parents have the right to direct and to provide input on their children's education. That right includes the power to address and request dialogue about a school's culture and

curriculum. *See Wake Cares Inc.*, 363 N.C. at 188, 675 S.E.2d at 360. Across the country, parents have started to question the lessons taught and ideology promoted in their children's classrooms. *See, e.g., These Parents Have Had Enough of Woke Classrooms & Critical Race Theory*, Kerry McDonald, Foundation for Economic Educ., available at <https://fee.org/articles/woke-classrooms-prompt-more-parents-teachers-to-speak-out-against-critical-race-theory/> (last visited March 13, 2023). Though these parents once understood their children to be attending apolitical schools designed to set the children up for the best futures possible, those same parents now fear that these schools will surreptitiously divert the children from the political, religious, and social mores established in the home.

In North Carolina, these concerns are not limited to the Turpins. Latin is one of North Carolina's nearly 90 independent schools. *See* <https://www.ncais.org/overview>; <https://www.charlottelatin.org/about/fast-facts>. Among them, these schools educate about 40,000 students. <https://www.ncais.org/overview>. The Southern Association of Independent Schools ("SAIS"), the accreditation agency for many of these North Carolina-based schools, recently began promoting social justice, a change

much like those that the Turpins perceived to be political. *See* 2022 Summer Conference Schedule, SAIS, *available at* <https://sais.org/22scsched/> (last visited March 22, 2023). For example, at SAIS’s annual conference last summer, educators attended sessions about “belonging” and “social emotional leaning.” *Id.* This trend among independent schools in North Carolina mirrors a larger trend affecting independent schools nationwide. Andrew Gutman & Paul Rossi, *Inside the Woke Indoctrination Machine*, Wall Street Journal, [https:// www.wsj.com/articles/inside-the-woke-indoctrination-machine-diversity-equity-inclusion-bipoc-schools-conference-11644613908](https://www.wsj.com/articles/inside-the-woke-indoctrination-machine-diversity-equity-inclusion-bipoc-schools-conference-11644613908) (last visited March 16, 2023).

With these changes, it is unlikely that the Turpins were the first, or that they will be the last, to notice a shift in the political winds at their children’s school. Indeed, private schools throughout the country have been removing students apparently because their parents questioned the school’s curriculum, culture, or even fidelity to internal procedures. *See, e.g.,* Zachary Rogers, *2nd Grader Kicked out of School After Parents’ Outrage Over Bathtub Picture Assignment*, WPDE (Sept. 27, 2022), <https://wpde.com/news/nation-world/student-kicked-out-of-school-after-parents>

[-outrage-over-bathtub-picture-assignment](https://www.fitsnews.com/2022/02/15/prestigious-south-carolina-academy-kicks-kids-out-of-school-after-parents-question-mask-mandates/); Will Folks, *Prestigious S. Carolina Academy Kicks Kids Out of School After Parents Question Mask Mandates*, FITSNews (Feb. 15, 2022), <https://www.fitsnews.com/2022/02/15/prestigious-south-carolina-academy-kicks-kids-out-of-school-after-parents-question-mask-mandates/>.

Reviewing the Turpins' case will provide guidance to any potentially disaffected parent who elects to simply question the radical changes and departures from the curriculum and previously apolitical culture of their own child's school.

Second, while the Turpins are appealing only claims brought on their own behalf, their case raises important concerns about the well-being of their children, O.T. and L.T. O.T. and L.T. are the real victims of Latin's conduct. The children were punished—expelled—because their parents wanted a frank conversation about Latin's changing culture and curriculum. Given the potentially harmful effects of Latin's conduct, this case merits this Court's immediate review.

Expulsion is a serious consequence. According to a recent publication from the U.S. Department of Justice's National Institute for Justice, forcibly removing a child from school, "through suspension or expulsion,

in many cases does damage to their later lives while yielding no overall benefit for students.” Nat’l Inst. of Justice, *Student Suspensions Have Negative Consequences, According to NYC Study* (Nov. 21, 2021), <https://nij.ojp.gov/topics/articles/student-suspensions-have-negative-consequences-according-nyc-study> (last visited Mar. 22, 2023). Likewise, another study found that “exclusionary discipline, even as early as in middle school, has a consistent and substantive negative effect on the likelihood that a student will graduate on time from high school.” Christina LiCalsi *et al.*, Am. Inst. for Res., *An Empirical Examination of the Effects of Suspension and Suspension Severity on Behavioral & Academic Outcomes* 41, (August 2021), <https://www.air.org/sites/default/files/2021-08/NYC-Suspension-Effects-Behavioral-Academic-Outcomes-August-2021.pdf> (last visited March 22, 2023).

The serious repercussions for the Turpins’ children alone merit this Court’s review. Impressionable middle-school students at the time, O.T. and L.T. are at great risk of suffering from expulsion’s substantial negative effects, including lost learning opportunity and the chance that their expulsions will worsen their outcomes later in life, including in high school and college.

Third, this case merits immediate review to dispel the incorrect assumption that private schools have unlimited discretion when enforcing their enrollment contracts. During the hearing on Latin’s motion to dismiss, the trial court referenced a common, but mistaken belief that, just because it is a private school, Latin had “unilateral discretionary authority to terminate” O.T.’s and L.T.’s enrollment. (T p 31) [App. 7]. True, O.T.’s and L.T.’s relationship with Latin was based in contract. But that does not mean that Latin had limitless authority. To the contrary, the Parent–School Partnership was clear that O.T.’s and L.T.’s enrollment could be terminated only if working with the Turpins was “impossible” or if the Turpins seriously interfered with Latin’s mission. This Court should allow review to dispel the notion that private schools are beyond reproach.

Finally, this case merits immediate review because Latin has used intimidation to prevent parents from engaging in a constructive dialogue with the school. The Turpins did nothing wrong—Latin simply did not like their point of view. When the Turpins flagged their children’s education and how L.T. was being treated in class, Latin took the first chance it had to expel the children. In doing so, Latin tried to silence the

Turpins. It also did so to dissuade other parents from speaking up or asking questions. This Court should allow immediate review because it is important that Latin—and other schools like it—not be able to use fear and intimidation to thwart constructive dialogue.

II. This case raises significant legal issues.

Though the substantial public interest in the outcome alone merits review, this Court should also allow review because the issues involve legal principles of major significance to the jurisprudence of the State. *See* N.C.G.S. § 7A-31(b)(2). Below, the trial court interpreted Latin's enrollment agreement and incorrectly concluded that the Turpins' conduct made any further relationship with Latin impossible. In reaching this conclusion, the trial court ignored Latin's contractual obligation to treat O.T. and L.T. equitably and with fairness. This Court should take this opportunity to clarify how contracts that require fair and equitable treatment, like Latin's, should be interpreted.

Proper interpretation of Latin's enrollment agreement, and the incorporated Parent–School Partnership, is a significant legal issue. On a motion to dismiss, a trial court should not dismiss a breach of contract claim unless the contract's only possible meaning refutes the plaintiff's

claim. *See Variety Wholesalers, Inc. v. Salem Logistics Traffic Servs.*, 365 N.C. 520, 524–25, 723 S.E.2d 744, 748 (2012). Under that standard, it is at least plausible that the Turpins’ children either should not have been expelled, or—at the very least—should have been given some basic procedural protections.

The Parent–School Partnership imposes an impossibility standard, a threshold that itself warranted denying Latin’s motion to dismiss. Under the Parent-School Partnership, Latin could terminate O.T.’s and L.T.’s enrollment only if the Turpins’ conduct made a “positive, collaborative working relationship” between the Turpins and Latin “impossible.” (*E.g.*, Doc. Ex. 16) [App. 4]. By dismissing the Turpins’ claims, the trial court concluded that the Turpins’ courteous, respectful comments—comments meant only to foster conversation with Latin’s leadership about what the Turpins saw as politicization of Latin’s previously apolitical culture and curriculum—made a “collaborative” relationship between the Turpins and Latin “impossible” as a matter of law. It reached this conclusion even though Latin invited all parents—including the Turpins—to “register[] comments and concerns by communicating

directly with” Latin and sharing “any information” that might “best serve the[] children.” (Doc. Ex. 15) [App. 3].

And it reached this conclusion despite Latin’s contractual obligation to treat O.T. and L.T. in a “fair” and “equitable manner.” (R p 10). Equity connotes fairness and impartiality. *See* Equity, Am. Heritage College Dictionary (3d ed.) [App. 10]. But the way that Latin treated the Turpins and their children was anything but fair and impartial. Latin’s board invited the Refocus Latin parents, including the Turpins, to give a presentation about what they perceived as a new political bent in the school’s culture and curriculum. Indeed, the school encouraged their comments—promising multiple times that the Refocus Latin parents, including the Turpins, would face no retaliation or no blowback. After the presentation was over, Latin’s board refused any further dialogue with the Refocus Latin parents, instructing them to take additional concerns to the school’s administrators. When the Turpins did just that, the administration expelled their children to silence the voices of the parents raising concerns.

What’s more, to conclude that the Turpins made a collaborative relationship with Latin impossible, the trial court ignored Latin's own

inequitable conduct, absolving the school of its moral and contractual responsibilities. Before expelling O.T. and L.T., Latin’s administration ridiculed the Turpins for their beliefs, with Baldecchi calling their views “awful,” “hurtful,” and a “lost cause” in front of Latin’s entire academic staff. (R p 20). More than that, Baldecchi defamed the Turpins during the expulsion meeting, and the entire board later defamed them in an email to the Latin community—staff and parents included—just a few days after the expulsions.

The proper interpretation of contracts incorporating equitable principles is a burgeoning issue, and this Court should take this opportunity to determine how those contracts should be interpreted.

Issues to be Briefed

The Turpins propose to brief the issues identified in the Proposed Issues on Appeal, at page 100 of the Record on Appeal.

Conclusion

For those reasons, the Turpins request that this Court allow their petition and certify their appeal for discretionary review before a determination by the Court of Appeals.

Respectfully submitted, this the 23rd of March, 2023.

WARD AND SMITH, P.A.

/s/ Chris S. Edwards

Christopher S. Edwards

N.C. State Bar I.D. No: 48385

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N.C. R. App. P. 33(b) certification: I certify that all of the attorneys listed below have authorized me to list their names on this document as if they had personally signed it.

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the document by emailing a copy of the same to the addresses identified below, which are the last addresses known to me:

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This the 23rd day of March, 2023.

WARD AND SMITH, P.A.

/s/ Chris S. Edwards
Christopher S. Edwards

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Enrollment Agreements

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**ENROLLMENT CONTRACT
2021-2022 ACADEMIC YEAR**

Name of Student: [REDACTED]

2021-2022: Sixth

Non-refundable

Enrollment Deposit \$2,500

1. In consideration of the acceptance of this contract by Charlotte Latin Schools, Inc., the undersigned agrees to pay the required fees, and any and all accrued scheduled or non-scheduled charges per the enclosed sheet on or before the date said charges are due.
2. **I understand that in signing this Enrollment Contract for the coming academic year, my family and I understand the mission, values, and expectations of the School as outlined in the *Charlotte Latin School Parent-School Partnership* and agree to accept all policies, rules, and regulations of Charlotte Latin Schools, Inc., including those as stated and as referred to above. Furthermore, I agree to the policy of the School that no student will be permitted to receive report cards nor will transcripts be released unless all financial obligations are paid in full.**
3. It is further agreed that enrollment, as specified within this Enrollment Contract, may be cancelled in writing, without penalty (except forfeiture of the Enrollment Deposit), prior to May 31, 2021. If enrollment is cancelled after May 31, parents or guardians financially responsible for the student are obligated to pay the full tuition charges and any and all applicable fees, including the School's legal fees if such action is necessary. If the Parents fail to make any payment under this Enrollment Contract when due, the Parents agree to pay all expenses incurred by the School to collect the payment. If, as a result of the School's relationship with the Student or the Student's family members or representatives, the School or any member of its faculty or staff is required to testify, provide information for, or otherwise participate in a legal dispute to which the school is not a party, the School shall be entitled to recover from the Parents the School's attorneys' fees and other costs incurred in such legal action. **No refund of the Enrollment Deposit can be made.**
4. I understand that a student's attending the School is a privilege and not a right, and that, in all cases, the School retains the right to determine, in its sole discretion, whether or not to select a student for admission or to re-enroll a student. Re-enrollment is conditional upon the successful completion of the current academic year.
5. I understand and agree that the School has the right, in its discretion, to modify the school calendar in order to provide the minimum number of instructional days required by state law or accrediting agencies or to otherwise complete the academic year, whenever scheduled instructional days are missed as a result of forces beyond the School's control, including, but not limited to: severe weather; natural disasters; war or civil disorder; public health emergencies or disasters, including an epidemic or pandemic; any other "emergency" or "disaster" within the meaning of Sections 166A-19.3(6) and -19.21(b) of the North Carolina General Statutes; and federal, state or local government mandates. Such modifications may include, but are not limited to, extending the school year into the summer months or requiring students to make up missed days on Saturdays or on scheduled holidays or other breaks.
6. **Parent-School Partnership :** Please read the Parent-School Partnership [here](#) . The Parent-School Partnership is also posted on MyLatin. As the parent or legal guardian of [REDACTED], I agree to uphold the Parent-School Partnership.
7. **Technology Use:** The School uses various third-party online platforms and apps which may collect personal information about [REDACTED], such as name, email address and platform username. Parents may review the privacy policies of each platform that the School uses [here](#) . Parents understand that the Student is responsible for using the School's network, Internet and devices in an approved and appropriate manner as outlined in the Responsible Use Policy as posted on MyLatin [here](#) . By executing this Contract, Parents authorize the Student to access the Internet via Charlotte Latin School's network and devices, and consent to sharing Student information with third-party online platforms provided by the School.

Please click on the following links to read information about the [Tuition Information & Payment Plan Options](#) , the [Student Accident Insurance Plan](#) , and the [Tuition Refund Plan](#) and then check accordingly below. It is imperative that we have a response for each of these options for each child enrolled.

8. Tuition Payment Plan Options

- ☐ Payment in Full by May 31, 2021
- ☐ Two Payment Plan- May 31, 2021, and November 30, 2021
- ☒ Monthly Payment Plan (Eight Payments beginning in May and ending in December). **FACTS ACCOUNT IS REQUIRED FOR THIS OPTION; MUST SELECT FACTS TUITION BILLING OPTION BELOW.**

9. Tuition Billing Method Options

☒ **FACTS Option:** I prefer electronic payment options, including credit card and bank draft (ACH) through FACTS Tuition Management. This option is required for monthly payment plan participants.

****STOP HERE**** If you are new to FACTS for the 2021-2022 School Year, you must [Enroll here now](#). Please do not proceed until you have completed this step. For general FACTS information, [click here](#).

☐ **Paper Billing Option:** CLS will send me a paper invoice in the US mail; my payment to CLS will be by paper check or bank wire only. This option is not available to monthly payment plan participants.

10. Student Accident Insurance Plan: \$75 per student, per year.

☐ I wish to participate in the Student Accident Insurance Plan.

☒ I do not wish to participate in the Student Accident Insurance Plan.

11. Tuition Refund Plan: In view of the annual tuition obligation, I understand that the option to participate in the Tuition Refund Plan is being made available to me at this time to protect my yearly financial obligation under the terms of the Enrollment Contract. This program will give me an opportunity to insure prepaid and unpaid due charges in the event of withdrawal or dismissal according to the terms of the policy. **If there is any possibility of withdrawal or dismissal, the School recommends this Plan.**

☐ A. I wish to participate in the Tuition Refund Plan. I understand that the premium cost will be billed to me on the first tuition statement. The premium rate will be .48% of the annual tuition charges. I authorize the School to collect any claim payment to which I am entitled under the Tuition Refund Plan and credit it to my account, paying any excess to me. I agree to pay the School whatever balance remains unpaid after any payment by the Plan is credited to my account within 30 days after receipt of a final, itemized bill.

☒ B. I do not wish to participate in the Tuition Refund Plan. **I fully understand that no refund or cancellation of the yearly charges will be made by the School for absence, withdrawal, or dismissal of the student before the end of the school year and herewith agree to assume responsibility for the full annual tuition charges.**

12. This instrument shall be interpreted in accordance with the laws of the State of North Carolina.

I understand that after May 31, 2021, my obligation to pay all fees for the full academic year is unconditional and that no portion of such fees so paid or outstanding will be refunded or cancelled notwithstanding the subsequent absence, withdrawal, or dismissal from Charlotte Latin Schools, Inc., of the student named on this contract.

Image and Creative Works Release and Consent: We hereby irrevocably authorize Charlotte Latin School, its successors and assigns, and those acting with its permission and upon its authority, to photograph, videotape, or film us or our child while on school premises or at school activities or reproduce our child's creative works that are produced at school, for advertising, publicity, or any other lawful purpose for Charlotte Latin School. We will receive no compensation for such use, and we hereby release Charlotte Latin School, its successors and assigns, and those acting with its permission and upon its authority, from any liability, responsibility, or claim that may arise by reason of any exercise of the authority granted above.

Admission is without regard to race, creed, color, sex, or national origin.

NOTICE TO THE PARENT, GUARDIAN, OR OTHER INDIVIDUAL WHO IS FINANCIALLY RESPONSIBLE FOR THE TUITION:

If this Enrollment Contract is acceptable to you, please "sign" as directed below and, using the payment option of your choice, please make the \$2,500 enrollment deposit.

Please type in your full name on the signature line below. This shall constitute your signature in acceptance of this Enrollment Contract and certifies that you have read the Contract and understand it.

Signature

Nicole Turpin

Full Mailing Address

Feb 5th 2021

Date

SpinNic@gmail.com

Parent-School Partnership

We look to everyone in the Latin community to uphold our Honor Code. This document outlines the expectations of the Parent-School Partnership.

In the Parent-School Partnership, expectations include:

- Understanding that an effective partnership is characterized by clearly defined responsibilities, mutual respect, open communication, support of the Mission of the School, adherence to the Honor Code and a commitment to the Core Values .
- Communicating with each other in a timely manner.
 - School communications include report cards, conferences, public forums, School news/ events and information about individual student progress/difficulties including follow-up plans, support strategies and disciplinary actions.
 - Parent communications include registering comments and concerns by communicating directly with the School and sharing any religious, cultural, medical or personal information the School may need to best serve their children.
- Modeling behavior based on the Honor Code and Core Values .
 - The School will clearly define and communicate standards of behavior for all members of the Latin community. Parent behavioral expectations are covered in this document. (Student behavioral expectations are detailed in the Family Handbook. Employee behavioral expectations are included in the Employee Handbook and annual employment agreement.)
 - Parents and CLS Staff will model civility, integrity and good sportsmanship at School and all School-sponsored functions*.
 - Civility, respect, and responsibility should also be modeled in all online interactions. Guidelines for this behavior are outlined in the CLS Responsible Use Policy.
 - Both sides acknowledge that all members of our community are ambassadors of Charlotte Latin School, and understand that as ambassadors, “words matter.”
- Using direct person-to-person communications and treating one another with mutual respect, courtesy and dignity.
 - Parents will address comments/concerns directly to the appropriate person at the School.
 - The School will seek to answer/address comments and concerns through direct conversation with Parents.
 - When a question/concern arises for a parent, these are the steps to follow:
 1. Reach out to the appropriate teacher/advisor to schedule a conversation to address the issue/concern.
 2. The teacher/advisor and parent will work together to answer questions, reconcile and resolve differences.
 3. If no reconciliation or resolution is reached, involve the appropriate administrator.
- Being responsible stewards of the School.

- The School will exercise fiscal responsibility in all financial operations and fundraising activities.
- Parents will meet their financial responsibilities to the School in a timely manner, participate in School-wide fundraising as is appropriate for their family, and contact the Business Office promptly if financial concerns arise.
- Upholding and enforcing School rules and policies.
 - The School will uphold and enforce rules and policies detailed in the Family Handbook in a fair, appropriate and equitable manner.
 - Parents will support the School's rules and policies and obey the laws of North Carolina, including those which prohibit serving alcohol to anyone under 21 years of age.
 - Parents will hold their children accountable for inappropriate behavior not in keeping with the Honor Code, Core Values, the CLS Responsible Use Policy, and other School policies and expectations.
- Respecting each other's privacy.
 - The School will use its best efforts to ensure the families' right of privacy in all of its communications and School business.
 - Parents will respect the privacy of all individuals connected with the School and will refrain from disseminating confidential information about the School, its students or its community members in any form, including through social media and other online means. Parents will stress the importance of this practice with their children.

A positive, collaborative working relationship between the School and a student's parent/guardians is essential to the fulfillment of the School's mission. Therefore, the School reserves the right to discontinue enrollment if it concludes that the actions of a parent/guardian make such a relationship impossible or seriously interfere with the School's mission.

*If the School learns of behavior that does not seem to uphold our shared commitment to Honor Above All and the Honor Code, the administration will reach out for a conversation to determine an appropriate response to the behavior which may include reconciliation, resolution and/or reasonable consequences for the behavior.

1 MR. VOGEL: Can the audience see the
2 chart?

3 THE COURT: I can see it.

4 MR. VOGEL: Okay. So on a motion to
5 dismiss, the allegations in the Complaint are taken
6 as true. And the Complaint is over 60 pages long
7 and has over 200 paragraphs and has allegations that
8 if taken as true stay the claim easily, in fact.
9 I'm going to group together unfair and deceptive
10 trade practices act claim, count one, along with the
11 fraud claim, count two, and the negligent
12 misrepresentation claim, count three.

13 The Complaint, and as you see in this
14 chart, we have quotes from the Complaints, and the
15 paragraph to the Complaint states that after Mr. and
16 Mrs. Turpin sent an email to Todd Ballaban, the head
17 of the middle school, expressing concerns about a
18 particular teacher on a particular day engaging in
19 what the Turpins believe to be some political
20 indoctrination and not allowing their child to lower
21 his mask to drink water and not allowing their child
22 to go to bathrrom, the Turpins sent an email to the
23 head of the middle school.

24 And they -- and they did so after
25 contacting the school and finding out that these

September 20, 2022

1 were obviously concerns and that they should contact
2 the head of the middle school. And that's -- and
3 that's what they did. The Complaint alleges that
4 the head of the middle school, Todd Ballaban, told
5 them that he would look into it. And -- and
6 eventually he told them, listen, there will be no
7 blow back, I can assure you, in having a meeting
8 about the Turpins concerns.

9 On that email chain was Mr. Baldecchi as
10 well. And Mr. Baldecchi didn't -- didn't say
11 anything in light of the email from Todd Ballaban
12 that there would be no blow back, I can assure you,
13 to attend this meeting to talk about the Turpins
14 most recent email. But what happened is it was a
15 meeting where the -- Mr. Turpin went to meet with
16 Todd Ballaban and Chuck Baldecchi, and when Todd
17 Ballaban was talking about what the teacher
18 reported, whether she was really teaching this, and
19 she denied that she was teaching it, Mr. Baldecchi
20 chimed in and expelled the Turpins' children.

21 The Complaint alleges that he pulled out
22 the enrollment agreement, so obviously it was -- it
23 was planned and it was essentially a set up. I
24 mean, what happens, and this is what the Complaint
25 alleged --

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1 THE COURT: Mr. Vogel, I -- I
2 understand everything you've said because I've read
3 the Complaint and essentially you're reciting what
4 the Complaint says. But is the only action that
5 your client took -- or that you're alleging your
6 clients took in reliance on any statements made was
7 showing up for this meeting on the 10th of
8 September?

9 MR. VOGEL: Yes, that's right. They
10 showed up at the meeting of 10th of September. And
11 why that is critical is because that meeting on the
12 10th of September turns out was a disciplinary
13 proceeding. It was not a meeting to merely talk
14 about the parents' concerns. And remember the
15 enrollment agreement says that the parents are
16 supposed to talk to the school about any concerns.

17 It ended up being an expulsion meeting.
18 They were tricked. And they were not prepared for
19 an expulsion meeting. And the enrollment agreement
20 says that Charlotte Latin --

21 THE COURT: But the enrollment
22 agreement provides the -- the school with unilateral
23 discretionary authority to terminate the enrollment.
24 So whether they did it at the September 10th in-
25 person meeting or over the phone or via email or via

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1 snail mail, I mean, how was -- how was the fact that
2 they did it in person on September 10th, how was
3 that a deceptive action? And even if the intent
4 when they started that meeting wasn't to do that,
5 but that's ultimately where it (inaudible) how do
6 they not have the authority to do that?

7 MR. VOGEL: Well, they have the
8 authority to do that if they think it meets that
9 standard. But they also have an obligation to meet
10 with the parents and talk to the parents about the
11 situation. And they also have an obligation to --
12 to implement their agreement in a manner that is
13 fair and appropriate and equitable. Those are words
14 that are in their own agreement. And if the words
15 fairness and appropriate and equitable have any
16 meaning in this context, it would certainly require
17 them to give some prior notice and an opportunity to
18 know the information that's going to be used against
19 them and an opportunity to respond.

20 So we're not saying that there's
21 constitutional due process that is required because
22 it's a private school. But when a private school
23 includes words like fairness, act appropriate, and
24 equitable in the way that they implement their
25 parent-school partnership agreement and their

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1 enrollment agreement, then as a matter of law,
2 something more is required. And the Turpins relied
3 upon that. They walked into a meeting thinking
4 that this was going to be about how the teacher was
5 politically indoctrinating as they believed the
6 teacher was, and how the teacher was denying an
7 opportunity for their child to drink water or to go
8 to the bathroom.

9 And instead, they walked into a expulsion
10 meeting totally unprepared. Had -- had they known --
11 -

12 THE COURT: Mr. Vogel, I'm going to --
13 and I know that you continue to use the word
14 expulsion, but I've read the Complaint, and I think
15 -- I interpret expulsion to be referring to a
16 discipline for the children. And there's absolutely
17 nothing in the Complaint that alleges any behavior
18 on the part of the children that resulted in the
19 termination of the enrollment agreement. It was the
20 -- alleged to be your clients' behavior that
21 resulted in the termination of that enrollment
22 agreement.

23 So I -- I disagree with -- I understand
24 where you're coming from, but I disagree with your
25 use of the word expulsion in the context because it

September 20, 2022

equipoise eremite



equestrian

equipoise (ē'kwā-poiz', ēk'wā-) *n.* 1. Equality in distribution of weight or emotional forces; equilibrium. 2. A counterbalance. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* 1. Equal in force, power, effectiveness, or significance. 2. Logic. Validly derived from each other; deducible. 3. Equivalent. — *n.* An equivalence. [ME < OFr. < Lat. *aequipollens*, *aequipollens* : *aequi-*, *equi-* + *pollens*, pr.part. of *pollere*, to be powerful.] — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adv.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* Equality of weight; equipoise. — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *tr.v.* -at-ed, -at-ing, -ates. 1. To counterbalance. 2. To give equal balance to weight to. [Med.Lat. *aequiponderare*, *aequiponderat* : Lat. *aequi-*, *equi-* + Lat. *ponderare*, to weigh; see (s)pen-*.] **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* 1. Having equal potential. 2. Phys. Having the same electric potential at every point. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* Having equal mathematical or logical probability. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.*, pl. -tums or -ta (-tə). See **equipoise**. [Lat. *equus*, horse; see **equus**.] **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* Marked by or having equity; just and impartial. See **Syns** at **fair**. [Fr. *équitable* < OFr. < *equit*, equity. See **equit**.] — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adv.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* Overlapping at the base to form a flat fanlike arrangement in two ranks, as the leaves of some grasses. [Lat. *equitans*, *equitans*, pr.part. of *equitare*, to ride horseback < *eques*, *equit*, horseman < *equus*, horse. See **equus**.] **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* The art and practice of riding a horse. [Lat. *equitatio*, *equitatio* < *equitare*, to ride horseback. See **equitans**.] **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.*, pl. -ties. 1. The state, quality, or ideal of being just, impartial, and fair. 2. Something that is just, impartial, and fair. 3. Law. a. Justice applied in circumstances covered by law yet influenced by principles of ethics and fairness. b. A system of jurisprudence supplementing and serving to modify the rigor of common law. c. An equitable right or claim. d. Equity of redemption. 4. The residual value of a business or property beyond any mortgage thereon and liability therein. 5. a. The market value of securities less any debt incurred. b. Common stock and preferred stock. 6. Funds provided to a business by the sale of stock. [ME *equite* < OFr. < Lat. *aequitas* < *aequus*, even, fair.] **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* Law. The right of one who has mortgaged property to redeem that property upon payment of the sum due within a reasonable time after the due date. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* Common stock and preferred stock. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *abbr.* Equivalence; equivalency; equivalent. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* The state or condition of being equivalent; equality. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* Math. A reflexive, symmetrical, and transitive relationship between elements of a set that establishes any two of them as equivalent or nonequivalent. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.*, pl. -cles. Equivalence. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* 1. a. Equal, as in value, force, or meaning. b. Having similar or identical effects. 2. Being essentially equal, all things considered. 3. Math. a. Capable of being put into a one-to-one relationship. Used of two sets. b. Having similar, corresponding, or congruent parts. 4. Chem. Having the same ability to combine. — *n.* 1. Something essentially equal to another. 2. Chem. Equivalent weight. [ME < LLat. *aequivalens*, *aequivalent*, pr.part. of *aequivalere*, to have equal force : Lat. *aequi-*, *equi-* + Lat. *valere*, to be strong; see **val**-.] — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adv.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* Chem. The weight of a substance that will combine with or replace one mole of hydrogen or one-half mole of oxygen, equal to the atomic weight divided by the valence. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adj.* 1. Open to two or more interpretations and often intended to mislead; ambiguous. See **Syns** at **ambiguous**. 2. Of uncertain significance. 3. Of a doubtful or uncertain nature. [Lat. *aequivocus* : Lat. *aequi-*, *equi-* + Lat. *vōx*, *vōc*, voice; see **wek**-.] — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *adv.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *intr.v.* -cat-ed, -cat-ing, -cates. 1. To use equivocal language intentionally. 2. To avoid making an explicit statement. [ME *equivocaten* < Med.Lat. *aequivocare*, *aequivocat* < LLat. *aequivocus*, equivocal. See **equivocal**.] — **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* 1. The use of equivocal language. 2. An equivocal statement or expression. **equipoise** (ē'kwā-pōl'ant, ēk'wā-) *n.* 1. An equivocal word, phrase, or expression. 2. A pun. 3. A double meaning. [Fr. *équivoque* < LLat. *aequivocus*, ambiguous. See **equivocal**.] **Er** The symbol for the element erbium. **ER** *abbr.* Emergency room.

— **er** *suff.* 1. a. One that performs a specified action: *swimmer*. b. One that undergoes or is capable of undergoing a specified action: *broiler*. c. One that has: *ten-pounder*. d. One associated or involved with: *banker*. 2. a. Native or resident of: *New Yorker*. b. One that is: *foreigner*. [ME, partly < OE *-ere* (< Gmc. *-ārjaz*), partly < Anglo-Fr. *-er* (< OFr. *-ier* < Lat. *-arius*, -ary), and partly < OFr. *-ere*, -eor; see **-or**-.] — **er** *suff.* Used to form the comparative degree of adjectives and adverbs: *darker*; *faster*. [ME < OE *-re*, -ra.] **era** (ī'rā, ē'rā) *n.* 1. A period of time as reckoned from a specific point in history. 2. a. A period of time characterized by particular circumstances, events, or personages. b. A point that marks the beginning of such a period of time. 3. The longest division of geologic time, made up of one or more periods. [LLat. *aera* < Lat., counters, pl. of *aes*, *aer*, bronze coin. See **ayes**-.] **ERA** *abbr.* 1. Baseball. Earned run average. 2. Equal Rights Amendment. **eradicate** (ī-rād'ī-kāt') *tr.v.* -cat-ed, -cat-ing, -cates. 1. To tear up by the roots. 2. To get rid of as if by tearing up by the roots: *eradicating poverty*. [ME *eradicaten* < Lat. *eradicāre*, *eradicāt* : *ē-*, *ex-*, *ex-* + *rādix*, *rādīc*, root; see **wrād**-.] — **eradicate** (ī-rād'ī-kāt') *adj.* — **eradicate** (ī-rād'ī-kāt') *n.* — **eradicate** (ī-rād'ī-kāt') *adj.* — **eradicate** (ī-rād'ī-kāt') *n.* **erase** (ī-rās') *tr.v.* **erased**, **eras-ing**, **eras-es**. 1. a. To remove (something written, for example) by rubbing, wiping, or scraping. b. To remove (recorded material) from a magnetic tape or other storage medium. c. To remove recorded material from (a magnetic tape, for example). 2. To remove all traces of. 3. To remove or destroy as if by wiping out. [Lat. *erādere*, *erās*, to scratch out : *ē-*, *ex-*, *ex-* + *rādere*, to scrape; see **red**-.] — **erase** (ī-rās') *adj.* — **erase** (ī-rās') *adj.* **Syns**: *erase*, *expunge*, *efface*, *delete*, *cancel*. These verbs mean to remove or invalidate something, especially something recorded. To *erase* is to wipe or rub out, literally or figuratively: *erased the equation from the blackboard*. *Expunge* implies complete removal: *expunged their names from the list*. *Efface* also refers to the removal of every trace: *tried to efface prejudice from his mind*. *Delete* is used principally in the sense of removing matter from a manuscript: *deleted expletives from the transcript*. *Cancel* refers to invalidating by or as if by crossing something out: *cancel a debt*. **eraser** (ī-rā'sar) *n.* An implement, such as a piece of rubber, used for erasing. **Erasmus** (ī-rās'məs), Desiderius. 1466?–1536. Dutch Renaissance scholar and Roman Catholic theologian whose works include *The Praise of Folly* (1509). **Erasmus** (ī-rās'tas), Thomas. 1524–83. Swiss Protestant theologian who opposed Calvinism. **erasure** (ī-rā'shər) *n.* 1. The act or an instance of erasing. 2. The state of being erased. **Erato** (ēr'ā-tō') *n.* Gk. Myth. The Muse of lyric poetry and mime. **Erastosthenes** (ēr'ā-tōs'thō-nēs'). 3rd cent. B.C. Greek astronomer and geographer who devised a map of the world and estimated the circumference of the earth. **Erbil** (ēr'bīl, ē'r'-). See **Irbil**. **erbium** (ēr'bē-əm) *n.* Symbol **Er** A soft rare-earth element, used in metallurgy and nuclear research. Atomic number 68; atomic weight 167.26; melting point 1,497°C; boiling point 2,900°C; specific gravity 9.051; valence 3. See table at **element**. [After *Ytterby*, a town in Sweden.] **ere** (ār) *prep.* Previous to; before. — *conj.* Rather than; before. [ME *er* < OE *ær*. See **ayer**-.] **erebus** (ēr'ē-bəs) *n.* Gk. Myth. The region of the underworld through which the dead pass before reaching Hades. **erect** (ī-rēkt') *adj.* 1. Being in an upright position: *an erect posture*. 2. Vertical, as a straight line or plane. 3. Being in a stiff, rigid physiological condition. 4. Archaic. Wide-awake; alert. — *tr.v.* **erect-ed**, **erect-ing**, **erects**. 1. To construct by assembling. 2. To raise to a rigid or upright condition. 3. To fix in an upright position. 4. To set up; establish. 5. Math. To construct (a perpendicular, for example) from or on a given base. [ME < Lat. *erectus*, p.part. of *erigere*, to set up : *ē-*, *ex-*, *ex-* + *regere*, to guide; see **reg**-.] — **erect** (ī-rēkt') *adv.* — **erect** (ī-rēkt') *adv.* — **erect** (ī-rēkt') *adv.* **erectile** (ī-rēk'tīl, -tīl') *adj.* 1. Capable of being raised to an upright position. 2. Anat. Of or relating to tissue that is capable of filling with blood and becoming rigid. — **erectile** (ī-rēk'tīl, -tīl') *n.* **erection** (ī-rēk'shən) *n.* 1. The act of erecting. 2. Something erected; a construction. 3. Physiol. a. The firm and enlarged condition of a body part or organ when the erectile tissue surrounding it becomes filled with blood, esp. of the penis or clitoris. b. The process of filling with blood. **erector** (ī-rēk'tər) *n.* 1. One that erects. 2. Anat. A muscle that causes or maintains the erection of a body part. **E region** *n.* See **E layer**. **ere-long** (ār-lōng', -lōng') *adv.* Before long; soon. **eremite** (ār'ē-mīt') *n.* A recluse or hermit, esp. a religious recluse. [ME < LLat. *eremita*. See **hermit**.] — **eremite** (ār'ē-mīt') *ic* (-mīt'ik), **eremite** (ār'ē-mīt'ik) *cal* *adj.*



Erasmus

ā pat	oi boy
ā pay	ou out
ār care	ōō took
ā father	ōō boot
ē put	ū cut
ē be	ūr urge
ī pit	th thin
ī pie	th this
īr pier	hw which
ō pot	zh vision
ō toe	ā about
ō paw	item

Stress marks:

' (primary);
' (secondary), as in
dictionary (dīk'shā-nēr'ē)